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सं. 43] नई दिल्ली, अक्टूबर 27—नवम्बर 2, 2024, शनिवार/ कार्तिक 5—कार्तिक 11, 1946
No. 43] NEW DELHI, OCTOBER 27—NOVEMBER 2, 2024, SATURDAY/KARTIKA 5—KARTIKA 11, 1946

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विद्युत मंत्रालय

नई दिल्ली, 29 अक्टूबर, 2024

का.आ. 2014.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

1.	पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड जौलजीबी उपकेंद्र, 400/220 के.वी. जी.आई.एस., ग्राम-बगड़ीहाट, पो-अस्कोट, जौलजीबी, जिला-पिथौरागढ़, उत्तराखंड - 262543	2.	पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड 400/220 केवी सोहावल उपकेंद्र ग्राम- अख्तियारपुर (लोहिया पुल के पास) तहसील- रुदौली, भेलसर, जिला- अयोध्या उत्तर प्रदेश- 224116
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3.	पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड शाहजहाँपुर 400/220 के.वी. उपकेंद्र, ग्राम- जमुका, एन.एच.-24 के 336 कि.मी. से 336 कि.मी. के बीच, सीतापुर रोड, जिला- शाहजहाँपुर, उत्तर प्रदेश- 242306	4.	एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड बंगाल ईको-इंटेलिजेंट पार्क ईएम-3, 10वीं मंजिल, साल्ट लेक, सेक्टर-V कोलकाता - 700091
5.	एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड एससीओ-40, प्रथम तल, सेक्टर-7 सी, मध्य मार्ग, चंडीगढ़ - 160019	6.	एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड ओपीडी बिल्डिंग (प्रथम तल), (एफएफपी), हैवी इंजीनियरिंग कॉर्पोरेशन (एचईसी), धुर्वा, रांची - 834004
7.	एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड तृतीय तल, नॉर्थ ब्लॉक, बुद्ध भवन म्युनिसिपल कॉम्प्लेक्स, एमजी रोड, रानीगंज, सिकंदराबाद - 500003	8.	एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड द्वार. सं. 59ए-18/1-5ए, तृतीय तल, श्री प्लाज़ा, टीचर्स कॉलोनी, पटामाता, विजयवाड़ा - 520008
9.	एनएचपीसी लिमिटेड, लोकतक पावर स्टेशन, कोकराप, पीओ- लोकतक, जिला- चुराचांदपुर, मणिपुर- 795124	10.	एनएचपीसी लिमिटेड, किशनगंगा पावर स्टेशन, ग्राम- करालपोरा, गुरेज रोड, पो- बांदीपोरा, जिला- बांदीपोरा जम्मू व कश्मीर- 193502

[फा.सं. 11011/01/2024-हिन्दी]

धीरज कुमार श्रीवास्तव, मुख्य अभियंता (प्रभारी राजभाषा)

MINISTRY OF POWER

New Delhi, the 29th October, 2024

S.O. 2014.—In pursuance of Sub Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the following offices under the administrative control of Ministry of Power, wherein 80% of the staff have acquired working knowledge of Hindi:

1.	Power Grid Corporation Of India Limited Jauljibi Substation, 400/220 KV G.I.S., Vill-Bagdihaat, PO- Askote, Jauljibi, Dist.- Pithoragarh, Uttarakhand-262543	2.	Power Grid Corporation Of India Limited 400/220 KV Sohawal Substation, Vill- Akhtiyarpur (Near Lohiyapul), Tehsil- Rudauli, Bhelsar, Distt- Ayodhya Uttar Pradesh - 224116
3.	Power Grid Corporation Of India Limited, 400/220 KV Substation, Shahjahanpur, Village- Jamuka, between Km. 336&336 of N.H.-24, Sitapur Road, Distt- Shahjahanpur, UP - 242306	4.	Energy Efficiency Services Limited Bengal Eco-Intelligent Park, EM-3, 10th Floor, Salt Lake, Sector-V Kolkata-700091
5.	Energy Efficiency Services Limited SCO- 40, First Floor, Sector- 7 C, Madhya Marg, Chandigarh - 160019	6.	Energy Efficiency Services Limited OPD Building (First Floor), (FFP), Heavy Engineering Corporation (HEC), Dhurwa, Ranchi - 834004
7.	Energy Efficiency Services Limited 3rd Floor, North Block, Buddha Bhavan Municipal Complex, MG Road, Rani Ganj, Secunderabad - 500003	8.	Energy Efficiency Services Limited D. No. 59A-18/1-5A, 3rd Floor, Shree Plaza, Teachers Colony, Patmata, Vijayawada - 520008

9.	NHPC Limited Loktak Power Station, Komkeirap, PO- Loktak, Distt- Churachandpur, Manipur - 795124	10.	NHPC Limited Kishanganga Power Station, Vill- Karalpora, Gurez Road, PO- Bandipora, Distt- Bandipora, Jammu & Kashmir – 193502
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[F. No. 11011/01/2014-Hindi]

DHIRAJ KUMAR SRIVASTAVA, Chief Engineer (In-Charge O.L.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 11 अक्टूबर, 2024

का. आ. 2015 —केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा-उल्लिखित तारीखों एवं का. आ. संख्या द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया गया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त भूमियों में विल्लंगमों से मुक्त उपयोग का अधिकार एचपीसीएल राजस्थान रिफाइनरी लिमिटेड, (राजस्थान) में निहित किया गया था।

और सक्षम प्राधिकारी ने केन्द्रीय सरकार का रिपोर्ट दे दी है कि कच्चा आइल के परिवहन के लिए राजस्थान राज्य में एचपीसीएल राजस्थान रिफाइनरी लिमिटेड, (राजस्थान) की मंगला कूड आइल पाइपलाइन परियोजनान्तर्गत मंगला केयर्न टर्मिनल से पचपदरा रिफाइनरी तक कच्चा तेल की पाइपलाइन बिछाई जा चुकी है, अतः उस भूमि के बारे में जिसका संक्षिप्त विवरण इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट किया गया है, ऐसे प्रचलन को राजस्थान राज्य में समाप्त किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), 1963 के नियम 4 के उप-नियम (1) के अंतर्गत दी गई परिभाषा (1) के अंतर्गत उस तारीख को जिस दिन पर यह अधिसूचना भारत सरकार के राजपत्र में प्रकाशित होती है, राजस्थान राज्य के बाड़मेर जिले की बाड़मेर और बालोतरा (पुरानी नाम बाड़मेर) जिले की बायतु, गिडा एवं पचपदरा तहसील के निम्नसूचित गाँवों के भूमि में मार्गाधिकार गतिविधियों की समाप्ति की तारीख के रूप में घोषणा करती है।

अनुसूची

क. सं.	6(1) अधिसूचना की का. आ. संख्या एवं दिनांक	गाँव का नाम	तहसील
1	2	3	4
जिला: बाड़मेर		राज्य: राजस्थान	
1	3501 (अ) दिनांक 05/10/2020 780 (अ) दिनांक 17/02/2021 307 (अ) दिनांक 19/01/2024	नागाणा	बाड़मेर
2		सरकापार	
3		काऊ का खेडा	
जिला: बाड़मेर (वर्तमान नाम बालोतरा)		राज्य: राजस्थान	
4	3498 (अ) दिनांक 05/10/2020 3499 (अ) दिनांक 05/10/2020 780 (अ) दिनांक 17/02/2021 307 (अ) दिनांक 19/01/2024	जोगासर कुआ	बायतु
5		बांडातालर	
6		छीतर का पार	
7		सागरोंमोणी सारणो की ढाणी	
8		लापला	
9		देरामाणीयो की ढाणी	

क. सं.	6(1) अधिसूचना की का. आ. संख्या एवं दिनांक	गाँव का नाम	तहसील
1	2	3	4
10		काकडो व बनोणियो मूढो की ढाणी	
11		माहिंगाणी मूढो की ढाणी	
12		मीठियातला	
13		सांवलसर	
14		बायतु चिमनजी	
15		देरामोणी पोटलियो की ढाणी	
16		पदमोणी गोदारो की ढाणी	
17		पीरावास	
18		खेमोणी मुढो की ढाणी	
19		रोजिया नाडी	
20	3503 (अ) दिनांक 05/10/2020	झालामलिया	गिडा
21	3502 (अ) दिनांक 05/10/2020	खट्टु	पचपदरा
22	3499 (अ) दिनांक 05/10/2020	बडला	
23	780 (अ) दिनांक 17/02/2021	दूधवा मलीनाथ	
24	307 (अ) दिनांक 19/01/2024	नीम्बली	
25		बागुण्डी	
26		गूगरी	
27		आकडली धनसिंह	
28		आकडली बक्सीराम	
29		सांभरा	

[फा. सं. आर-11025/1/2019-ओआर-1/ई-31849]

शशि शेखर सिंह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 11th October, 2024

S.O. 2015.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Numbers and dated as mentioned in the Schedule below issued under Sub-section (i) of Section 6, Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notifications;

And whereas, in exercise of power conferred by Sub-section (4) of Section 6 of the said Act, the Central Government vested the Right of User in the lands free from all encumbrances in the HPCL Rajasthan Refinery Ltd;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline has been laid in the said lands and hence the operation may be terminated for Mangala Crude Oil Pipeline from Mangala Cairn Terminal to Pachpadra Refinery in the state of Rajasthan in respect of the said land which in brief are specified in the Schedule annexed to this Notification;

Now, therefore, as required under Explanation 1 of Rule 4 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declare the date on which the notification is published in the Gazette of India as the date of “Termination of Operation” in ROU in the villages

mentioned in Tehsil: Barmer of District: Barmer and Tehsil: Baitu, Gida and Pachpadra of District: Balotra (Previous name Barmer) in the State of Rajasthan.

SCHEDULE

Sl. No.	6 (1) Notifications S.O. No. and Date	Name of the Village	TEHSIL
1	2	3	4
DISTRICT: BARMER		STATE : RAJASTHAN	
1	3501(E) Dtd. 05/10/2020	NAGANA	BARMER
2	780 (E) Dtd. 17/02/2021	SAR KA PAR	
3	307 (E) Dtd. 19.01.2024	KAVU KA KHEDA	
DISTRICT : BARMER (PRESENT NAME BALOTRA)		STATE : RAJASTHAN	
4	3498 (E) Dtd. 05/10/2020	JOGASAR KUVA	BAITU
5	3499 (E) Dtd. 05/10/2020	BANDATALAR	
6	780 (E) Dtd. 17/02/2021	CHHITAR KA PAAR	
7	307 (E) Dtd. 19.01.2024	SAGROMONI SARNO KI DHANI	
8		LAPLA	
9		DERAMANIYO KI DHANI	
10		KAKDO VA BANONIYO MUDHO KI DHANI	
11		MAHINGANI MUDHO KI DHANI	
12		MITHIYATALA	
13		SANVALSAR	
14		BAITU CHIMANJI	
15		DERAMONI POTALIYO KI DHANI	
16		PADMONI GODARO KI DHANI	
17		PIRAWAS	
18		KHEMONI MUDHO KI DHANI	
19		ROJIYA NADI	
20	3503 (E) Dtd. 05/10/2020	ZALAMALIYA	GIDA
21	3502 (E) Dtd. 05/10/2020	KHATTU	PACHPADRA
22	3499 (E) Dtd. 05/10/2020	BADLA	
23	780 (E) Dtd. 17/02/2021	DUDHVA MALINATH	
24	307 (E) Dtd. 19.01.2024	NIMBLI	
25		BAGUNDI	
26		GUGARI	
27		AAKADLI DHANSINH	
28		AAKADLI BAKSIRAM	
29		SAMBHARA	

[F. No. R-11025/1/2019-OR-I/E-31849]

SHASHI SHEKHAR SINGH, Under Secy.

वाणिज्य एवं उद्योग मंत्रालय**(वाणिज्य विभाग)**

नई दिल्ली, 29 अक्टूबर, 2024

आ. 2016.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) के साथ पठित निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एमएलएस इंस्पेक्शन प्राइवेट लिमिटेड लिमिटेड, प्लॉट - एफ/17, ब्लॉक-एफ, दूसरी मंजिल, दुर्गाचक कॉलोनी, पी.ओ/पी.एस-दुर्गाचक, हल्दिया-721602, जिला- पूर्व मेदिनीपुर, पश्चिम बंगाल (जिसे एतदपश्चात् उक्त अभिकरण कहा जायेगा), को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष के लिए, वाणिज्य मंत्रालय की शासकीय राजपत्र में प्रकाशित भारत सरकार की अधिसूचना के साथ अनुसूची में निर्दिष्ट दिनांक 20 दिसम्बर, 1965 की अधिसूचनाकी संका.आ. 3975 तथा के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-1, अर्थात्, लौह अयस्क, के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन हल्दिया पत्तन में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

- (i) यह अभिकरण, खनिज और अयस्क समूह-1 का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिये निर्यात निरीक्षण परिषद् द्वारा निमित्त अधिकारियों को पर्याप्त सहयोग और सहायता प्रदान करेगी;
- (ii) यह अभिकरण, इस अधिसूचना में यथा विनिर्दिष्ट अपने कार्यों का निष्पादन करने के लिए, निदेशक (निरीक्षण और गुणवत्ता नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर, लिखित रूप में, दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. के-16014/7/2024 - निर्यात निरीक्षण]

सिद्धार्थ महाजन, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY**(Department of Commerce)**

New Delhi, the, 29th October, 2024

S.O. 2016.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government now recognizes, M/s. MLS Inspection Private Limited, Plot - F/17, Block-F, 2nd Floor, Durgachak Colony, P.O/P.S-Durgachak, Haldia-721602, District- Purba Medinipur, West Bengal, (hereinafter referred to as the said agency), as an agency for three years with effect from the date of publication of this notification in the Official Gazette, for the inspection of Minerals & Ores, Group - I, namely, Iron Ore, specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, published in the Official Gazette *vide* number S.O.3975 dated 20th December, 1965, respectively, before export of the said Minerals and Ores at Haldia Port, subject to the following conditions, namely: -

- (i) the said agency shall extend adequate cooperation and assistance to the officers nominated by the Export Inspection Council on this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores – Group I (Inspection) Rules, 1965;
- (ii) the said agency, in performance of their function as specified in this notification, shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council may give, in writing from time to time.

[F. No. K-16014/7/2024 - Export Inspection]

SIDDHARTH MAHAJAN, Jt. Secy.

नई दिल्ली, 29 अक्टूबर, 2024

का.आ. 2017.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) के साथ पठित निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स टीसीआरसी इंस्पेक्शन प्राइवेट लिमिटेड, प्लॉट नंबर -682, हॉस्पिटल रोड, बड़बिल, केन्दुझर, ओडिशा -758035, (जिसे एतदपश्चात् उक्त अभिकरण कहा जायेगा), को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष के लिए, वाणिज्य मंत्रालय की शासकीय राजपत्र में प्रकाशित भारत सरकार की अधिसूचना के साथ अनुसूची में निर्दिष्ट दिनांक 20 दिसम्बर, 1965 की अधिसूचना की संका.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-I, अर्थात् लौह अयस्क के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन पारादीप पत्तन, धामरा पत्तन और गोपालपुर पत्तन में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात्:

(i) यह अभिकरण, खनिज और अयस्क समूह-I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिये निर्यात निरीक्षण परिषद् द्वारा निमित्त अधिकारियों को पर्याप्त सहयोग और सहायता प्रदान करेगी;

(ii) यह अभिकरण, इस अधिसूचना में यथा विनिर्दिष्ट अपने कार्यों का निष्पादन करने के लिए, निदेशक (निरीक्षण और गुणवत्ता नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर, लिखित रूप में, दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. के-16014/3/2024 - निर्यात निरीक्षण]

सिद्धार्थ महाजन, संयुक्त सचिव

New Delhi, the 29th October, 2024

S.O. 2017.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government now recognizes, M/s TCRC Inspections Private Limited, Plot No. - 682, Hospital Road, Barbil, Kendujhar, Odisha - 758035, (hereinafter referred to as the said agency), as an agency for three years with effect from the date of publication of this notification in the Official Gazette, for the inspection of Minerals & Ores, Group - I, namely, Iron Ore, as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, published in the Official Gazette vide number S.O.3975 dated 20th December, 1965 respectively, before export of the said Minerals and Ores at Paradip Port, Dhamra Port and Gopalpur Port, subject to the following conditions, namely: -

(i) the said agency shall extend adequate cooperation and assistance to the officers nominated by the Export Inspection Council on this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965;

(ii) the said agency, in performance of their function as specified in this notification, shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council may give, in writing from time to time.

[F. No. K-16014/3/2024 - Export Inspection]

SIDDHARTH MAHAJAN, Jt .Secy.

नई दिल्ली, 29 अक्टूबर, 2024

का.आ. 2018.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) के साथ पठित निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एमएलएस इंस्पेक्शन प्राइवेट लिमिटेड, प्लॉट नंबर-66, सेक्टर-ए, जोन-डी, मंचेश्वर औद्योगिक एस्टेट, भुवनेश्वर-751010, ओडिशा (जिसे एतदपश्चात् उक्त अभिकरण कहा जायेगा), को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष के लिए, वाणिज्य मंत्रालय की शासकीय राजपत्र में प्रकाशित भारत सरकार की अधिसूचना के साथ अनुसूची में निर्दिष्ट दिनांक 20 दिसम्बर, 1965 की अधिसूचना की संका.आ. 3975 तथा के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-I, अर्थात् लौह अयस्क, के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन पारादीप पत्तन, धामरा पत्तन और गोपालपुर पत्तन में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

(i) यह अभिकरण, खनिज और अयस्क समूह-1 का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिये निर्यात निरीक्षण परिषद् द्वारा निमित्त अधिकारियों को पर्याप्त सहयोग और सहायता प्रदान करेगी;

(ii) यह अभिकरण, इस अधिसूचना में यथा विनिर्दिष्ट अपने कार्यों का निष्पादन करने के लिए, निदेशक (निरीक्षण और गुणवत्ता नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर, लिखित रूप में, दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. के-16014/8/2024 - निर्यात निरीक्षण]

सिद्धार्थ महाजन, संयुक्त सचिव

New Delhi, the 29th October, 2024

S.O. 2018—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government now recognizes, M/s TCRC Inspections Private Limited, Plot No. - 682, Hospital Road, Barbil, Kendujhar, Odisha - 758035, (hereinafter referred to as the said agency), as an agency for three years with effect from the date of publication of this notification in the Official Gazette, for the inspection of Minerals & Ores, Group - I, namely, Iron Ore, as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, published in the Official Gazette *vide* number S.O.3975 dated 20th December, 1965 respectively, before export of the said Minerals and Ores at Paradip Port, Dhamra Port and Gopalpur Port, subject to the following conditions, namely: -

(i) the said agency shall extend adequate cooperation and assistance to the officers nominated by the Export Inspection Council on this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965;

(ii) the said agency, in performance of their function as specified in this notification, shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council may give, in writing from time to time.

[F. No. K-16014/8/2024 - Export Inspection]

SIDDHARTH MAHAJAN, Jt .Secy.

नई दिल्ली, 29 अक्टूबर, 2024

का.आ. 2019.—केन्द्रीय सरकार, निर्यात अधिनियम (गुणवत्ता नियंत्रण एवं निरीक्षण), 1963 (1963 का 22) की धारा 7 की उपधारा (1) के साथ पठित निर्यात नियम (गुणवत्ता नियंत्रण एवं निरीक्षण), 1964 के नियम 12, के उपनियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जियो केम लेबोरेटरीज प्राइवेट लिमिटेड, प्लॉट नंबर 211, सेक्टर-ए, जोन-बी, फर्स्ट फ्लोर, मंचेस्वर इंडस्ट्रियल एस्टेट, भुवनेश्वर-751010, ओडिशा (जिसे एतदपश्चात् उक्त अभिकरण कहा जायेगा), को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष के लिए, वाणिज्य मंत्रालय की शासकीय राजपत्र में प्रकाशित भारत सरकार की अधिसूचना के साथ अनुसूची में निर्दिष्ट दिनांक 20 दिसम्बर, 1965 की अधिसूचना की संका.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-1, अर्थात् लौह अयस्क तथा फेरोमैंगनीज के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन पारादीप पत्तन और धामरा पत्तन में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

(i) यह अभिकरण, खनिज और अयस्क समूह-1 का निर्यात नियम (निरीक्षण), 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिये निर्यात निरीक्षण परिषद् द्वारा निमित्त अधिकारियों को पर्याप्त सहयोग और सहायता प्रदान करेगी;

(ii) यह अभिकरण, इस अधिसूचना में यथा विनिर्दिष्ट अपने कार्यों का निष्पादन करने के लिए, निदेशक (निरीक्षण और) समय पर-निर्यात निरीक्षण परिषद् द्वारा समय (गुणवत्ता नियंत्रण, लिखित रूप में, दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. के-16014/4/2024 - निर्यात निरीक्षण]

सिद्धार्थ महाजन, संयुक्त सचिव

New Delhi, the 29th October, 2024

S.O. 2019.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and

Inspection) Rules, 1964, the Central Government now recognizes, M/s Geo Chem Laboratories Private Limited, Plot No. 211, Sector-A, Zone-B, First Floor, Mancheswar Industrial Estate, Bhubaneswar-751010, Odisha (hereinafter referred to as the said agency), as an agency for three years with effect from the date of publication of this notification in the Official Gazette, for the inspection of Minerals & Ores, Group - I, namely, Iron Ore and Ferromanganese, as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, published in the Official Gazette *vide* number S.O.3975 dated 20th December, 1965 respectively, before export of the said Minerals and Ores at Paradip Port and Dhamra Port, subject to the following conditions, namely: -

(i) the said agency shall extend adequate cooperation and assistance to the officers nominated by the Export Inspection Council on this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores – Group I (Inspection) Rules, 1965;

(ii) the said agency, in performance of their function as specified in this notification, shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council may give, in writing from time to time.

[F. No. K-16014/4/2024 - Export Inspection]

SIDDHARTH MAHAJAN, Jt. Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2020—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, जबलपुर के पंचाट; (एलसी.आर./48/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/10/2024 को प्राप्त हुआ था।

[सं. एल-22012/255/2012-आई.आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 24th October, 2024

S.O. 2020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/-R/48/2013**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L.**, and their workmen, received by the Central Government on **22/10/2024**.

[F. No. L-22012/255/2012 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/48/2013

Present: P.K.Srivastava

H.J.S..(Retd)

The Secretary,
Koyla Shramik Sangh (CITU)
Branch-Bangwar, PO-Bemhouri,
Distt. Shahdol (MP)

Workman

Vs

**The General Manger,
Sohagpur Area of SECL,
PO: Dhanpuri,
Distt. Shahdol (MP)**

Management

(J U D G E M E N T)

(Passed on this 07th day of October-2024)

As per letter dated 05/03/2013 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/255/2012-IR (CM-II) dt. 05/03/2013. The dispute under reference relates to:

“Whether, the action of the management of Sohagpur Area of SECL, in not protecting the Basic Pay of Shri Balbeer Burman, on his appointment as Clerk Grade-III is legal and justified? If not, to what relief the workman is entitled for?”

After registering a case on the basis of the reference notices were issued to the parties. They appeared and filed their respective statements of claim and defense.

Facts admitted between the parties are that the workman Balbeer Burman was first appointed with management on 31/12/1984, he was promoted on 20/07/1994. Thereafter, he was appointed as Clerk Grade-III vide order of management dated 06/08/1995 in the scale Rs. 1095-37-1613. According to the workman he was getting salary with basic pay Rs. 1225/- at time he was appointed as Clerk Grade-III before his appointment as Clerk but after he joined as Clerk Grade-III, his basic pay was fixed Rs. 1095 which was lesser than the basic pay Rs. 1225/- which he was earlier getting which is unjust, against rules and arbitrary on the part of management. The workman has thus prayed that holding the action of management in awarding basic pay Rs. 1095/- for the post of Clerk Grade-III against law, the workman be held entitled to get his basic pay fixed Rs. 1225+37 that is total Rs. 1262/- from the date of his appointment as Clerk Grade-III.

Case of management is that the Cadre of General Mazdoor in which the workman was first appointed and regularized in T&S Grade in 1986 thereafter promoted to Dresser Grade-II w.e.f. from 20/07/1994 and the Cadre of clerks in the management are two different Cadres. The workman working in the Cadre of General Mazdoor are given opportunity as per rules and qualification to apply for different posts in different Cadres and after selection to different posts, joined on the selected post according to their wishes. According to management there is no provision in the National Coal Wage Agreements (NCWA) regarding protection of pay from one Cadre to another Cadre hence the action of management in not permitting pay of the workman is not unjustified. Management has requested that the reference be answered to workman.

Both the sides have filed affidavits of their witnesses and their examination in-chief they have been examined. Parties have filed documents which are admitted between the parties and refer to as and when required.

Heard argument of Learned Counsel for management Mr. Neeraj Kewat. None was present for argument on behalf of the workman union. They have preferred to file written arguments through their Learned Counsel Mr. Rajesh Chand. I have gone through the written arguments and the records as well.

The reference itself is issue for consideration in the case in hand.

According to the management, the Cadre of General Mazdoor and Clerks in different Cadres are two different and distinguish Cadres. This fact is not disputed by the Workman Union. Though normally there are rules for pay protection in the case of change of Cadres in institutions but since there is no such provision applicable for the employees of management as mentioned in the NCWA, hence in absence of any provision pertaining to pay protection in the cases of change of Cadre, the action of Management in not permitting the pay of the workman in the Cadre in hand cannot be held against rules, though it is desirable that management should provide for pay protection in such cases to its employees by way of incorporating such provision in NCWA.

In the light of above discussion, holding the action of management in not providing the basic pay of the Workman Balbeer Burman is not against rules, the reference deserves to be answered the workman.

On the basis of above discussion, following award is passed.

AWARD

Holding the action of General Mazdoor Sohagpur Area of SECL in not permitting the basic pay of the workman Balbeer Burman on his appointment as Clerk Grade-III not against rules, the workman is held entitled to no relief. No order as to cost.

DATE:- 07/10/2024

P. K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2021.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी-आर/60/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/10/2024 को प्राप्त हुआ था।

[सं. एल -22012/66/2018-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2021.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/-R/60/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L.**, and their workmen, received by the Central Government on **22/10/2024**.

[No. L-22012/66/2018 – IR (CM-II)]
MANIKANDAN. N, Deputy Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/60/2018****Present: P.K.Srivastava****H.J.S..(Retd)**

Shri Bhagwati Prasad Dubey
General Secretary,
Rashtriya Colliery Workers Federation
Federation Office-Chimiri Po- Haldibadi,
Chirmiri, Korea (Chattisgarh)- 497451

Workman

Vs

The General Manager,
SECL, Chirmiri Area
PO- West Chirmiri Distt-
Korea (Chattisgarh)- 497773

Management

(J U D G E M E N T)(Passed on this 01st day of October-2024)

Govt. Of India, Ministry of Labour, has referred the dispute vide reference No. L-22012/66/2018- (IR(CM-II) dated 13-11-2018 for adjudication to the C.G.I.T. cum Labour Court, Jabalpur (M.P.) on the following Schedule viz. The dispute under reference relates to:

“Whether, the action of the management of Dumanhill colliery of SECL, Chirmiri Area in not providing the consequential benefits on re-instatement viz service linked up-gradation and proportion at par with other co-employees in Mazdoor Category-VI in respect of Shri Bindeshwari Singh, General Mazdoor besides paying the wages arrear payment as espoused by the General Secretary of Rashtriya Colliery Workers Federation, Chirimiri Area is appropriate and justified? If not, what relief Shri Bindeshwari Singh, General Mazdoor of Dumanhill Colliery is entitled to as a consequential benefiton re-statement of service?”

After registering a case on the basis of the reference received notices were issued to the parties. They appeared on, filed their respective statements of claim and defense.

According to the Workmen Union, the workmen Bindeshwari Singh was appointed as General Mazdoor Category I on 15/07/1976 he was dismissed from service by management on 22/01/1988 he raised a dispute before this Tribunal, on the basis of which a reference was made by the Central Government to this Tribunal. An award holding the order of dismissal legal and proper was passed by this Tribunal on 19/11/1998 in the reference case No. R/R/247/89. The workmen filed that petition No. 4064/1999 before Hon’ble High Court of Chattisgarh which was decided after hearing by a Single Bench. Holding the award dated 19/11/1998 against law, it was quashed and the workmen was directed to be reinstated in service with all consequential benefits. An Writ Appeal No. 299/2013 preferred by

management was dismissed by division bench of Hon'ble High Court wide order dated 10/06/2013 and a said appeal was dismissed. A special appeal petition (Civil) 256/2013 filed by management against the order in writ appeal was dismissed by Hon'ble Supreme Court. According to the workmen union the workmen Bindeshwari Singh was reinstated on 14/04/2014. He was paid back wages from the date of his dismissal that is 22/01/1988 to 13/01/2014. To was denied consequential benefits which he can have availed had not been dismissed. These benefits are subsequent promotions, annual bonuses, service rink of up gradation, house rent and confidence allowances and other allowances. The Workmen Union has enumerated these benefits said to be consequential and given to all the employees in the Para No. 10 of their statements of claim which are as follows :-

- i. Annual increments is granted to every employee. Bindeshwari Singh was deprived of this benefit.
- ii. House Rent allowance and transport subsidy are granted to such employees who have not been provided company's quarter and who come from distant place. Bindeshwari Singh was denied this benefit.
- iii. Every workmen is entitled to Bonus as per Bonus Act. Bindeshwari Singh was denied this benefit.
- iv. Paid festival holiday is granted to every employee. Bindeshwari Singh was denied this benefit.
- v. Service linked up-gradation is granted to every employee. Bindeshwari Singh was denied this benefits.
- vi. Some promotion is done without DPC. It is generally based on duration of service. It is related to Cat. I,II and III. From Cat. IV to Cat. VI some sort of DPC is required. Bindeshwari Singh was denied the benefit of promotion from Cat. I to Cat. III.
- vii. Every workmen is granted leave with pay and leave encashment. Bindeswari Singh was denied of yearly leave encashment.
- viii. Every workman is granted Fixed Dearness Allowance i.e. FDA since April 1991. Bindeswari Singh was denied this benefit.
- ix. Every workman has been granted 4% of the basic as special increment since July 2011. Bindeshwari Singh was denied this benefits.
- x. Every workman is granted LPG Gas Allowance, Bindeshwari Singh was denied this benefits.
- xi. Prior to date of dismissal i.e. prior to 22-01-1988, Bindeshwari Singh was placed under suspension. He was entitled to full salary of suspended period because of he was reinstated. This amount has been denied including HRA to Bindeshwari Singh.

According to the Workman Union the action of management in not maintaining consequential benefits in the light of the order in Hon'ble High Court which is final between the parties is unjust,

illegal, and arbitrary. The Workman Union has thus prayed that the workmen be held entitled to the consequential benefits enumerated in Para 10 of their statement of claim.

In their written statement of defense management has taken a case with the case of consequential benefits to be granted to the workman has been examined in the light of relevant provisions. According to the management, the workman was entitled to the consequential benefits because he did not perform his duties in the period he was out of job. Management has thus requested that the reference be answered against the workman.

Since the dispute involved is perpetual legal hence no evidence of fact has been adduced by the parties.

None appear for parties at the time of argument, no written agreement was filed. I have gone through the records.

The reference itself is the issue for determination.

The consequential benefits which the workman was entitled to had he be in service during the period in question have been enumerated by the workmen union in their statement of claim. The case of management is that since the workman was not on duty during the said period and its benefit are admissible only to those who were on actual duty; the workman is not entitled to these consequential benefits. It is to be kept in mind that the workman was reinstated in service with all consequential benefits. It emphasis that for the consequential benefits the workman will be deemed to be in service for the said period. When the workman in service for the said period in the light of order referred to above, he shall be deemed entitled to consequential benefits also in the light of the said order hence, the action of management is held unjust and against law. The workman is held entitled to all the consequential benefits deeming in to be in service for the period.

AWARD

Holding the action of the management of Dumanhill colliery of SECL, Chirmiri Area in not providing the consequential benefits on re-instatement viz service linked up-gradation and proportion at par with other co-employees in Mazdoor Category-VI in respect of Shri Bindeshwari Singh, General Mazdoor besides paying the wages arrear payment as espoused by the General Secretary of Rashtriya Colliery Workers Federation, Chirimiri Area appropriate and justified, Shri Bindeshwari Singh, General Mazdoor of Dumanhill Colliery is entitled to all the consequential benefits deeming in to be in service for the period on re-statement of service.

No order as to cost.

DATE:- 01/10/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अक्तूबर, 2024

का.आ. 2022.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद

में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी-आर/76/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/10/2024 को प्राप्त हुआ था।

[सं. एल -22012/89/2011-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2022.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/-R/76/2011**) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of S.E.C.L, and their workmen, received by the Central Government on 22/10/2024

[No. L-22012/89/2011 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/76/2011

Present: P.K.Srivastava

H.J.S..(Retd)

Rajkumar Das

S/o. Baijnath Das

Qtr. No. M-99, Ompur, Rajgamar

Korba (C.G.).

Workman

Vs

The Dy. General Manager

Central SECL, Rajgamar Colliery

Korba Area, Korba, Chhattisgarh.

Management

(J U D G E M E N T)

(Passed on this 24th day of September-2024)

As per letter dated 02/08/2011 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/89/2011 IR (CM-II) dt. 02/08/2011. The dispute under reference relates to:

“Whether, the action of the management of SECL Rajgamar Colliery, Distt. Korba for premature retirement to Shri Rajkumar Das w.e.f. 31.07.2010 instead of 31.03.2015 without considering all the documents as submitted by the workman in dispute was legal, proper and justified ? To what relief the workman concerned is entitled to and from which date ?”

After registering a case on the basis of the reference, notices were sent to the parties and were served. The workman filed statement of claim. Management also filed its written statement of defense.

The case of the workman, as taken by him in his statement of claim is mainly that he was first appointed as a General Mazdoor on 23.07.1974. He had submitted his class 5th pass certificate of year 1971 issued by Primary Education Department, wherein his date of birth was recorded as 06.03.1955 at the time

of joining. He had undergone initial medical examination under Rule 29-B (a) (ii) of Mines Rules 1955. His date of birth 06.03.1955 was recorded in his medical examination certificate. Form-B was prepared by management which is supposed to be prepared on the basis of information received from workman except his age and sex, which are entered into this Form on the basis of Form-O i.e. the Medical Examination Certificate issued by the Doctor. Management prepared another Form-A for the purpose of Coal Mines Provident Fund. His date of birth 06.03.1955 was recorded in this form also.

It is further the case of workman that he came to know about the wrong entry with respect to his age and date of birth in Form-B, when the service excerpts were provided to him by management in 1987, in which his date of birth was shown as 23.07.1950. He made objection to this entry by way of endorsement in the service excerpts and deposited it with management requesting that his date of birth be corrected and recorded as 06.03.1955. Thereafter, as it is the case of the workman, he made several representations from time to time to management to correct his date of birth but no action was taken by management. The management issued notice of superannuation on the basis of his incorrect date of birth 23.07.1950. The workman raised a dispute in this respect which could not be conciliated, hence this reference. According to the workman, the action of management in not correcting entry regarding his date of birth is in violation of Implementation Instructions 76 (I.I. 76), hence unjust, improper and arbitrary. The workman has thus requested that answering the reference in his favour, he be held entitled to be reinstated with back wages and all in service and post retiral benefits considering his date of birth as 06.03.1955.

According to management, the workman was initially appointed as General Mazdoor, Category-I (Loader) w.e.f. 23.07.1974. He was posted in Rajgamar Colliery. In the records prepared by management at the time of his first appointment i.e. Form-B, his date of birth 23.07.1950 was recorded on the basis of information given by him, no documentary proof regarding date of his birth was given by the workman at the time of joining. Service register was prepared on the basis of Form-B, the same date of birth was recorded over which the workman did not raised any objection, rather put his signature/thumb impression admitting the entries. Management admits in its pleadings that the workman raised dispute regarding the date of his birth recorded in records of management for the first time in 1987, as alleged by him. It is further the case of management that matter regarding dispute of the date of birth of the workman was referred to the headquarters who after due consideration, refused to grant the relief vide order dated 16.12.2002 holding that there was no merit in his claim. Management has further pleaded that the dispute was raised by workman at the fag end of his service and has requested that the reference be answered against the workman.

In evidence, workman has filed his affidavit as his examination in chief he has been cross examined by management, he has filed and proved documents Ex. W/1 report of failure of conciliation, Ex. W/2 copy of service excerpts issued in 1987, Ex. W/3 notice regarding superannuation, Ex. W/4 copy of I.I. 76 issued under NCWA III, Ex. W/5 marksheet cum certificate, Ex. W/6 transfer certificate, Ex. W/7 birth certificate, Ex. W/8 admission certificate, Ex. W/9 Coal Mines Provident Fund Form, W/10 application dated 16.11.1999, W/11 application dated 14.09.2000 filed by workman for correction of his date of birth, Ex. W/12 report of medical examination dated 17.10.2008. Management has filed affidavit of its witness as her examination in chief and photocopy documents Ex. M/1, copy of service excerpts dated 12.08.1987 with letter of management dated 12.08.1987.

I have heard argument learned Counsel Shri R.C. Shrivastava for workman and learned Counsel for management Shri Neeraj Kewat. I have gone through the record as well.

On perusal of record in the light of rival arguments, following issues arise for consideration :-

1. *Whether, the action of management in refusing the petition of workman regarding correction of date of his birth is justified in law ?*
2. *Whether, the workman is entitled to any relief ?*

Issue No.-1 :-

It is the case of the management that the representation of the workman seeking correction of his date of birth was sent to headquarters and was rejected vide order dated 28.12.200, details mentioned in para 9 of written statement of management. Case of the management is further that this petition was without merit. The question here arises about the legality of this decision of management.

Management has filed a photocopy of the said communication of headquarter dated 16.12.2002 as Annexure M/5 to the written statement, which has not been admitted by workman. Though management has not care to prove this document, even if it is taken into account, the question arises as to whether this decision was informed to the workman by the management. The written statement of the management and the affidavit of management witness are silent on the point of informing this decision by management to the workman. There is on record Annex. M/6 to the written statement, which is photocopy letter dated 28.12.2002, sent by the personal manager to the workman showing that the competent authority did not concede the prayer of the workman regarding correction of date of his birth. This document is also not proved. More over, it does not show that this letter was in fact received by the workman.

Management has not disclosed the basis of the decision by headquarter in refusing the petition of workman for correction of date of his birth. The communication as mentioned above does not disclose any basis for the decision.

Procedure regarding, dealing the disputes regarding date of birth of the workmen is mentioned in I.I. 76, the relevant portion of which is being reproduced as follows :-

IMPLEMENTATION INSTRUCTION NO. 76

PROCEDURE FOR DETERMINATION/ VERIFICATION OF AGE OF EMPLOYEES

(A) Determination of the age at the time of appointment

i) Matriculates.

In the case of appointees who have passed Matriculation or equivalent examinations, the date of birth recorded in the said certificate shall be treated as correct date of birth and the same will not be altered under any circumstances.

ii) Non-matriculates but educated.

In the case of appointees who have pursued studies in a recognised educational institution, the date of birth recorded in the School Leaving Certificate, shall be treated as correct date of birth and the same will not be altered under any circumstances.

iii) Ex-servicemen.

In the case of Ex-servicemen who are not matriculates, the date of birth recorded in the Army Discharge Certificate shall be treated as correct date of birth and the same will not be altered

under any circumstances. In the case of Ex-servicemen who have passed Matriculation examination, the date of birth recorded in the Matriculation certificate will be treated as correct date of birth, provided they have passed the Matriculation examination before entering the Defence Services; otherwise the date of birth recorded in Army Discharge Certificate will be taken as correct date of birth.

iv) Illiterate.

In the cases of appointees not covered under the foregoing clauses, the date of birth will be determined by the Colliery Medical Officer keeping in view any documentary and other relevant evidence as produced by the appointee. Date of birth as determined shall be treated as correct date of birth and the same will not be altered under any circumstances.

(B) Review determination of date of birth in respect of existing employees.

i) (a) *in the case of existing employees Matriculation Certificate or Higher Secondary Certificate issued by the recognized Universities or Board or Middle Pass Certificate issued by the Board of Education and/or Department of Public Instruction and admit cards issued by the aforesaid Bodies should be treated as correct provided they were issued by the said Universities/Board/Institutions prior to the date of employment.*

i) (b) *Similarly, Mining Sirdarship, Winding Engine or similar other statutory certificates where the Manager had to certify the date of birth will be treated as authentic.*

Provided that where both documents mentioned in (i) (a) and (i) (b) above are available, in the date of birth recorded in (i) (a) will be treated as authentic.

ii) *Wherever there is no variation in records, such cases will not be reopened unless there is a very glaring and apparent wrong entry brought to the notice of the Management. The Management after being satisfied on the merits of the case will take appropriate action for correction through Determination Committee/Medical Board.*

(C) Age Determination Committee/Medical Board for the above will be constituted by the Management, In the case of employees whose date of birth cannot be determined in the accordance with the procedure mentioned in (B) (i) (a) or (B) (i) (b) above, the date of birth recorded in the records of the company, namely, Form B register, CMPF Records and Identity Cards (untampered) will be treated as final. Provided that where there is a variation, in the age recorded in the records mentioned above, the matter will be referred to the Age Determination Committee/Medical Board constituted by the Management for determination of age.

(D) For determination of the age, the Committee/Medical Board referred to above may consider the evidences, available with the Colliery Management and /or adduced before the employee concerned.

(E) Medical Board constituted for determination of age will be required to assess the age in accordance with the requirement of “Medical Jurisprudence” and the Medical Board will as far as possible indicate the accurate age assessed and not approximately.

(F) Where the Management (i.e.) Area Age Assessment Committee consisting of General Manager, Personnel Manager and Medical officer-in-charge of the Area is satisfied that there is a glaring disparity between the date of birth recorded in the identity cards and the apparent age of the employee, the cases may be referred to the Apex Medical Board located at Headquarters of the company for determination of age.

- (H) After the assessment of the age by the Ager Determination Committee/Medical Board the same will be computerized and print out of the same will be given to the employee concerned and the unit from where the reference was received within a month. If age is not, however, computerized, still the same will be intimated to the employee concerned and the Unit within a month.
- (I) It was agreed that in cases where instead of date of birth, year has been recorded, 1st July of the year will be deemed to be the date of birth.

As it is apparent from perusal of Form-B referred to by both the sides the workman has put his signature on this Form. It goes to show that he was not illiterate at the time of his first appointment. Admittedly, Form-B is prepared at the time of first appointment and the workman was appointed on 23.07.1974, whereas the Form-B filed by the management is of 07.09.1988. Why the first Form-B, prepared at the time of first appointment of the workman was not produced by the management is not explained by management.

When it is established that the workman was atleast a literate person at the time of first appointment, provision regarding ascertaining the date of workman coming in the category of non matriculates but educated should have been applied. There is nothing on record to indicate that the documents required to be looked into in such case as mentioned in the provision referred to above were considered by management at headquarter. The workman has filed and proved his school certificate cum marksheet and transfer certificate against which there is nothing produced by management to discredit these documents.

Hence, in the light of above discussion, the action of management in not accepting the demand of the workman for correction of date of his birth and refusing it vide order dated 16.12.2002 cannot be sustained in law and is held arbitrary and against law. On the basis of evidence on record the workman is held to have successfully proved his date of birth as 06.03.1955.

Issue No.-1 is answered accordingly.

Issue No.-2 :-

The main argument of management is that the claim was raised by the workman at fag end of his service. Learned Counsel for management has relied on following judgments in this respect :-

- 1) State of Gujarat Vs. Vali Mohammed, (2006) 6 SCC 573 – In this case the dispute regarding date of birth was raised by the employee after he received notice of his superannuation.
- 2) Bharat Coking Coal Vs. Shyam Kishor Singh, (2020) 3 SCC 411 – In this case the workman submitted his Provident Fund Form in 1998 in his own handwriting indicating his date of birth as 04.03.1950. He did not raise any dispute in this respect when his service excerpts were served on him in 1987 and first filed his representation seeking change of his date of birth just prior to his retirement in 2009. `

In both the cases, claim of the workman was dismissed.

Since, it is proved and admitted also that the workman in the case in hand has been agitating against entry regarding date of his birth since 1987, his date of birth 06.03.1955 was recorded in his Provident Form, which is not disputed by management, though it has been in their custody, coupled with the fact that first Form-B prepared by management at the time of first appointment of workman was not produced by management for reasons undisclosed and there is no evidence on record that order of

management refusing correction was ever communicated to the management, facts of this case are distinguishable from the cases referred.

In the light of above discussion, the action of management in terminating the services of the workman on 31.07.2010 is held against law, improper and unjustified. Accordingly, the workman is held entitled to be treated in service till date of his superannuation on the basis of his date of birth 06.03.1955 and is held entitled to all back wages and in service as well post retiral benefits admissible to him within 30 days from the date of publication of Award, failing which interest @ of 8% p.a. from the date of Award, till payment.

Issue No.-2 is answered accordingly.

AWARD

Holding, the action of management in terminating the services of the workman on 31.07.2010 against law, improper and unjustified, the workman is held entitled to be treated in service till date of his superannuation on the basis of his date of birth 06.03.1955 and is also held entitled to all back wages as well in service and post retiral benefits admissible to him within 30 days from the date of publication of Award, failing which interest @ of 8% p.a. from the date of Award, till payment.

No order as to Cost.

DATE:- 24/09/2024

P. K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2023.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी-आर/25/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/10/2024 को प्राप्त हुआ था।

[सं. एल -22012/64/2009-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2023.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/-R/25/2010**) of the **Central Government Industrial Tribunal-cum-Labour Court**, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L.** and their workmen, received by the Central Government on **22/10/2024**.

[No. L-22012/64/2009 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/25/2010

Present: P.K.Srivastava

H.J.S..(Retd)

The General Secretary

KSS (CITU)
Qtr. No. S/59, Bijuri Colliery
Post : Bijuri, Anuppur (M.P.)

Workman

Vs

The Chief General Manager
Hasdeo Area of M/s. SECL
Po-South Jhagrakhand
Distt.- Korea (C.G.)

Management

(J U D G E M E N T)

(Passed on this 27th day of September-2024)

As per letter dated 23/02/2010 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/64/2009 IR (CM-II) dt. 23/02/2010. The dispute under reference relates to:

“Whether, the action of the management of CGM, Hasdeo Area of SECL in not reinstating Shri Vinod Kumar Pandey, in services, even after the decision of Functional Directors, SECL passed vide letter 28.10.1996 is legal and justified ? To what relief is the workman concerned entitled ?”

After registering a case on the basis of the reference, notices were sent to the parties and were served. Both the parties appeared and filed their respective statement of claim and defense.

The case of the workman, as taken by him in his statement of claim, is mainly that he was first appointed on 20.11.1981 as casual labour in the Bijuri Colliery Area, was regularized vide order of management dated 13.04.1983 as Misc. Mazdoor in Category-I from 01.04.1983. The management terminated his services vide letter dated 06.08.1984 without giving any opportunity of hearing and without any show cause notice assigning any reason, which is arbitrary on the part of management. The workman raised his matter with superior management, hence in the Board of Meeting of Directors on 28.10.1996 a resolution passed by CGM Hasdeo Area of SECL taking the workman back in service was adopted but no appointment order was issued, which is malafide on the part of management and is unfair labour practice. The workman has thus prayed that holding the action of management in not issuing appointment letter to the workman inspite of decision of Functional Directors on 28.10.1996 against law and unjustified, the workman be held entitled to be reinstated with all back wages and consequential benefits.

According to management, the workman was initially appointed as General Mazdoor, Category-I w.e.f. 19.11.1981. He was regularized in service alongwith other workman vide order dated 01.04.1983. He submitted a resignation letter to management on 27.08.1983 stating that he did not want to continue in service and be relieved. Accepting his prayer, management relieved him from his duties on 07.09.1983. Thereafter, he submitted applications to management stating that he wanted to serve and requested the management to take him back in service. Accepting this prayer, he was offered fresh appointment as Casual General Mazdoor, Category-I for a period of atleast 60 days in a quarter vide order of management

dated 30.11.1983. He did not improve and indulged on 05.08.1984 in violence with his co-workers. The Criminal Case was registered against him and after investigation a charge sheet was filed by Police. After trial he was convicted by the Court of Additional Sessions Judge, Shahdol U/S. 307 I.P.C. in Session Trial No. 10/85. This conviction and sentence were altered by Hon'ble High Court in Criminal Appeal No.- 774/1986 reducing the sentence to period undergone. He was dismissed from service vide order dated 06.08.1984, being a casual mazdoor without inquiry on the ground of his misconduct on 05.08.1984 as stated above without any inquiry because he was a casual mazdoor. It is further the case of management that his case was placed before the Functional Directors by the General Secretary of the Union. They found no scope of interference and the proposal for his reinstatement was regretted by management vide letter dated 17.08.1998. According to management its action is justified in law and fact. Management thus requested that the reference be answered against the workman.

In evidence, workman has filed his affidavit as his examination in chief, he has been cross examined by management. The management has also filed affidavit of its two witnesses as their examination in chief and has proved documents which are Ex. M/1 to M/10, to be referred to as and when required.

I have heard arguments of learned Counsel for workman Shri R.K. Soni and learned Counsel for management Shri Neeraj Kewat. I have gone through the record as well.

The reference is the issue for determination in this case.

The first point to be considered is whether action of management in disengaging the workman on 06.08.1984 on the ground that he indulged in inflicting injuries to his co-workers without any inquiry or show cause notice was justified or not ?

Not disputed between the parties is the fact that the workman was offered fresh appointment on his prayer on 30.11.1983 as a casual mazdoor. The Certified Standing Orders apply to the regular employees only. The workman had not completed even 240 days on the date of termination of his services by management on 06.08.1984 as he was undisputedly engaged on 03.11.1983. More over, the burden to prove this fact lies on workman, which he has not discharged.

Now the second point arises that, whether rejection of proposal dated 13.08.1998 with respect to reinstatement/reappointment of the workman by the Board is legal ?

Both the letters have filed by management witness Mohammed Fahed with his affidavit as Annexures to the affidavit. Letter dated 13.08.1998 shows that the case for reinstatement of the workman was raised by the General Secretary of the Union which was regretted by Competent Authority and on further persuasion of the union representative Mohammed Salimuddin GM appointed as Inquiry Officer, submitted his findings to Competent Authority and accordingly a proposal was put up before the Functional Directors of SECL who regretted the proposal. Even if there was any recommendation at any level, though there is nothing on record to indicate it, the Board is not bound to accept such a proposal. Keeping in view the facts and circumstances of the case in hand, the decision of management cannot be held unjust. Hence, holding no illegality in the action of management in regretting reinstatement to the workman, the reference deserves to be answered against the workman.

AWARD

Holding the action of management in not reinstating the workman Vinod Kumar Pandey legal and proper, he is held entitled to no relief. No order as to cost.

DATE:- 27/09/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2024.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी-/04/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/10/2024 को प्राप्त हुआ था।

[सं. एल -22013/01/2024-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2024.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/-A/04/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L.** and their workmen, received by the Central Government on **22/10/2024**.

[No. L-22013/01/2024 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

Present-P.K.Srivastava

H.J.S.(Retd)

NO. CGIT/LC/A/04/2022

Manish Kumar Tripathi,
S/o Shri A.P. Tripathi,
Govinda Siding and R/o Bhadra Staff Colony,
Post Bhadra, Dist. Anuppur (MP)
Pin- 484334

APPLICANT

VERSUS

1. The Sub Area Manager,
Kotma-Govinda Sub Area
South Eastern Coalfields Limited, Post Pasan,
Dist. Anuppur (MP)
2. The Manager (Personnel),
Kotma-Govinda Sub Area
South Eastern Coalfields Limited, Post Pasan,
Dist. Anuppur (MP)

NON-APPLICANT

ORDER
(Passed on this 25th day of September 2024)

The workman Manish Kumar Tripathi has filed this petition under Section 33-A of the Industrial Disputes Act, 1947, hereinafter referred to by the word ‘Act’, with the case that he is a certificate holder of Higher Secondary Examination and Diploma Course in Computer Application and Programming but was posted as General Mazdoor cadre though being Diploma holder in Computer Application, was authorized to perform the job of Data Entry Operator as Clerk Grade-III. According to the standing instructions in force in the establishment of the management, he had matured his right to be absorbed as a Computer Operator the job which he was doing as directed by management. When management did not concede his request, he raised a dispute, reference with respect to which is pending and adjourned before this Tribunal. The management has transferred him and has posted him as General Mazdoor in underground duty which is a violation of Section-33 A of the Act and hence is against the law and arbitrary. The applicant has thus prayed that holding the order of management to transfer him as Underground General Cadre Mazdoor against law, he be held entitled to the post of Computer Operator.

Case of management, taken by them in their reply, is mainly that firstly, the petition is not maintainable; secondly, the applicant was appointed as General Mazdoor he was never appointed as Data Entry Operator which is a separate cadre post. The rules and qualification regarding appointment of personnel in the Data Entry department are different hence there is no change in the working condition of the applicant for his transfer as General Mazdoor in underground duty.

Both sides have filed same photocopy documents which are mainly the appointment of the workman, transfer order and cadre scheme with regard to personnel in Data Entry department.

I have heard the argument of Learned Counsel Mr. Subodh Agrawal for the applicant and Learned Senior Counsel Mr. Anoop Nair for the opposite party management and have gone through the record.

On measure of the record in the light of replied documents, following issue arises for consideration.

Whether, the order of management transferring the applicant as underground General Mazdoor is in violation of Section 33-A of the Act.

Section 33-A of the Act is being reproduced as follows-

33-A. *Special provision for adjudication as to whether conditions of service, etc., changed during pendency of proceedings.—Where an employer contravenes the provisions of section 33 during the pendency of proceedings 5 before a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal or National Tribunal, any employee aggrieved by such contravention, may make a complaint in writing, 5 [in the prescribed manner,—*

(a) *to such conciliation officer or Board, and the conciliation officer or Board shall take such complaint into account in mediating in, and promoting the settlement of, such industrial dispute; and*

(b) *to such arbitrator, Labour Court, Tribunal or National Tribunal and on receipt of such complaint, the arbitrator, Labour Court, Tribunal or National Tribunal, as the case may be, shall adjudicate upon the complaint as if it were a dispute referred to or pending before it, in accordance with the provisions of this Act and shall submit his or its award to the appropriate Government and the provisions of this Act shall apply accordingly.*

The appointment letter of the workman shows that he was appointed as General Mazdoor Category-I. Management has filed the cadre scale with regards to Data Entry Operators which shows that the Date Entry Operator form a separate and distinguish cadre which include Junior Date Entry Operator, Date Entry Operator, Senior Data Entry Operator Grade II and Senior Data Entry Operator Grade I. Similarly, General Mazdoor form a different cadre which is General Mazdoor Category I, II, III and so on. Since both form separate cadre hence even if it is assumed that the management took the work of Data Entry Operator from the workman, it can be deemed that management firmly inducted the applicant in the Data Entry Operator cadre.

Hence, in the light of above discussion holding the petition without merits and is dismissed. No order as to cost.

Dated: 25.09.2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लिमिटेड के प्रबंधन के संबंधित नियोजन और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय नं० 2, मुंबई** के पंचाट(सन्दर्भ संख्या सीजीआईटी-2/2/201403/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को **16/10/2024** को प्राप्त हुआ था।

[सं. एल -11012/34/2013-आई.आर. (सी.एम-1)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**REFERENCE No.CGIT- 2/2/2014**) of the **Central Government Industrial Tribunal-cum-Labour Court, No.2, Mumbai** as shown in the Annexure, in the industrial dispute between the Management of **Air India Limitet** and their workmen, received by the Central Government on **16/10/2024**.

[No. L-11012/34/2013 – IR (CM-I)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

SHRIKANT K. DESHPANDE

Presiding Officer

REFERENCE NO. CGIT-2/2 of 2014

EMPLOYERS IN RELATION TO THE MANAGEMENT OF**M/S. AIR INDIA LTD. & ANR.**

1. The Chairman & Managing Director,
M/s. Air India Ltd,
22nd Floor, Air India Building, Nariman Point,
Mumbai- 400005.
2. The Executive Director (Operations),
Air India Ltd.,
Operation Building, 2nd Floor, Old Airport,
Kalina,
Mumbai- 400029.

AND**THEIR WORKMEN.****INDIAN PILOTS' GUILD**

The Vice President,
Indian Pilots` Guild
Transport Building, 1st Floor,
Nr. Operations Department, Old Airport Kalina,
Mumbai- 400029.

APPEARANCES:

Party No. 1 : Mr. Lancy D'Souza
Representative

Party No. 2 : Mr. M. A. Amonkar
Advocate

AWARD

(Delivered on 04-09-2024)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-11012/34/2013-IR (CM-I) dated 03.01.2014. The terms of reference given in the schedule are as follows:

`Whether Clause 18 of Bilateral Settlement under heading `Revision of Wages for Pilots w.e.f. 1.1.1997 to 31.12.2006` is violated by the Management of Air India Ltd? To what relief the concerned Pilots` are entitled to ?`

2. During proceedings the Second Party filed a pursis Ex-11 signed by Vice-President Indian Pilots Guild and alongwith letter address to the Counsel and thereby stated that, in the light of privatisation of the airlines, they do not wish to pursue the present Reference and requested for disposal of Reference.

The First Party has given no objection for withdrawal of Reference.

In view of this, the Reference is disposed off for want of prosecution. No order as to costs.

Hence, I pass the following Award-

AWARD

- i. The Reference is answered in the negative.
- ii. The Second Party is not entitled for relief as prayed.
- iii. No order as to costs.iv.
- iv The Award be sent to the Government.

Date: 04-09-2024

SHRIKANT K. DESHPANDE ,Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2026.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ बायनेर एंड जयपुर (विलय के बाद अब इसे भारतीय स्टेट बैंक कहा जाता है) के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय पटना के पंचाट 05 (C) of 2017 प्रकाशित करती है।

[सं एल - 12012/109/2016- आई आर (बी-1)]
सलोनी, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.05 (C) of 2017) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of State Bank of Bikaner and Jaipur (Now called State Bank of India after merger) and their workmen.

[No. L-12012/109/2016-IR(B-I)]

SALONI Dy. Director

ANNEXURE**Before The Presiding Officer, Industrial Tribunal, Patna.****Reference Case No.: -05 (C) of 2017**

Between the management of Regional Manager, State Bank of Bikaner and Jaipur, Regional Office, Opp. Kulharia Complex, Ashok Rajpath, Patna (Bihar) – 800004 And their workman Sri Surendra Kumar, represented through the President, Bank Employees Federation, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Exhibition Road, Patna (Bihar).

For the management:-	Sri Rashmi Rathi, Sharma, Manager (Law) Smt. Pragati Rai, Manager (HR). Smt Richa Priyambada, Deputy Manager (Law)
For the workman:-	Sri B. Prasad, President, Bank Employees Federation, Bihar.

Present:- **Manoj Shankar**
Presiding Officer,
Industrial Tribunal, Patna.

A W A R D**Patna, dt- 27th September, 2024.**

By the adjudication order no.- L-12012/109/2016-IR(B-II) New Delhi, dated- 13.09.2017 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of Regional Manager, State Bank of Bikaner and Jaipur, Regional Office, Opp. Kulharia Complex, Ashok Rajpath, Patna (Bihar) – 800004 And their workman Sri Surendra Kumar, represented through the President, Bank Employees Federation, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Exhibition Road, Patna (Bihar) for adjudication to this tribunal.

SCHEDULE

“Whether the action of the management of State Bank of Bikaner & Jaipur in not regularizing the service of Sri Surendra Kumar Peon / Safai Karamchari, Patna City branch w.e.f. 31.07.2002 is justified and legal? If not, to what relief the workman concerned is entitled to?

2. As per the statement of claim, the case of the workman Surendra Kumar is that he was orally appointed on 31.07.2002 at Patna City Branch of State Bank of Bikaner and Jaipur (now called State Bank of India after merger) to discharge the duties of a Safai Karmachari & Messenger. It is further asserted that workman used to discharge his duties from 9.30 A.M to 6.00 P.M and during this period he used to open the bank gate thereafter sweeping and cleaning of the branch premises and during working hour of bank he used to take out cash box from the strong room to the cash counter, at the instruction of Branch Manger, the workman also put registers at the staff table and some time he did the duty of postal work. Besides, this he also did the duties of serving water, tea to the members of staffs and customers. It is also asserted that he also discharged the duties of stitching vouchers currency notes as per requirements. It is further asserted that initially he was paid @ Rs. 40/- per day which was enhanced @ Rs. 100/- per day in between 2002 to 2013. It is further asserted that payment of wages was made through different mode and some times in different names and from 01.06.2017, the workman is not being paid wages. It is further asserted that permanent Safai Karmachari working at Patna City Branch was promoted as a clerk from April 2015 and workman has been discharged his all duties. It is further asserted that Head Office of the bank asked the names of temporary / casual / daily rated worker for proper consideration but the workman is not aware whether his name was forwarded by the branch or not. It is further asserted that the duties of the workman are perennial in nature. The workman also put demand his regularization of his service but no positive steps has been taken by the bank. It is further asserted that the service of workman has been utilized by the management bank against the permanent vacant post Safai Karmachari and messenger. Seeing no scope regularization of his service, the workman caused Industrial Dispute before the conciliation officer but due to non conciliation attitude of the management, the conciliation proceeding ended in failure and ultimately culminated the reference before this tribunal. It is further asserted that the action of the management constitute unfair labour practice as per provision of section-25(T) read with schedule V of the I.D. Act. Moreover, management did not follow provision of equal work for equal work accordingly action of the management in not regularizing of Surendra Kumar as peon Safai Karamchari at Patna City branch is neither legal nor justified and so the workman seeks following relief (S);

- (i) Regularisation of services as a messenger / Safai Karamchari;
- (ii) Payment of due wages from the date of his working
- (iii) Payment of a sum of Rs. 10,000/- for contesting the dispute;
- (iv) Any other relief (S) as the tribunal deems fit and proper;

3. On the other hand written statement has been filed by the management bank and mentioned therein the applicant has made SBBJ as the opposite party which has been, by virtue of notification dt-22.02.2017 and amalgamated in the transferee bank i.e State Bank of India . Therefore, State Bank of India is empowered to represent this case. It is further asserted that applicant was never appointed as employee of the bank in any manner there was no employer and employee relationship between bank and Surendra Kumar (Workman) so question of regularisation of his service does not arise. It is further asserted that as per section-2A of the I.D. Act the individual workman can raised the dispute and no other workman nor any union can be a party to the dispute. In the instant case Bank Employee Federations, Bihar had filed and dispute before the Regional Labour Commissioner (C), Patna u/s 2(k) of the of the I.D. Act for the regularisation of the service. Bank Employees Federation is not empowered to raise dispute u/s 2(A) of the I.D. Act. It is further asserted that the applicant was engaged orally on requirement basis by the branch and he was worked occasionally in the job of installation of electrical / sanitary fittings / work from time to time in the branch and he was paid accordingly. In the banking norms there is set procedure and process of recruitment of sub-staffs cadre. It is further asserted that the duties as shown by the workman sides in the statement of claim is totally denied by the bank that is absolutely not correct. The facts is that he was engaged for the some electrical / sanitary work and other Misc. work from time to time as per requirement. It is further asserted that the claim of the workman is baseless. It is settled law that merely because a employee as worked for 240 days or more on daily wages basis, he cannot claim regularisation as a matter of right. For regularisation there must be post and demand and need for retention of the employee according to the requirement of work. The applicant does not fall under any category of employee / staff recognised under the provision of gazette notification dt-22.02.2017 and as such transferee bank does not own the claim and any such workman who are out of purview and ambit of the said notification. Since applicant was never appointed or engaged by the bank on regular basis and thus question of regularisation of service does not arise at all. It is further asserted that bank has not violated any provision of I.D. Act and the claim of the workman is fit to be dismissed.

4. In order to establish, its contention the management bank examined altogether two witnesses who are namely Rakesh Kumar Sharma (M.W-1) and Deo Chandra Choudhary (M.W-2). Besides, management did not Exts any documents.

5. On the other hand, workman side did not adduce any evidence from its side.

6. First of all this tribunal scrutinizes the evidence of management side. M.W-1 Rakesh Kumar Sharma the Chief Manager of SBI who deposed before this tribunal on 09.08.2018 he stated in evidence that Surendra Kumar was never appointed as employee in his bank. This witness further stated that he was posted in SBBJ Patna Branch from 28.07.2015 to 22.06.2017. This witness further stated that during his tenure Surendra Kumar was engaged for the cleaning purposes on requirement and bank also took the service of some other on the exigency of work for which they were paid accordingly. This witness further stated that Surendra Kumar was never worked regularly as a regular employee and the claim of the Surendra Kumar he was doing work in the said bank from 31.07.2002 is totally false.

In cross-examination this witness categorically stated in para-5 that Surendra Kumar was engaged of an on for the cleaning purposes on requirement basis and this witness categorically stated in para-6 that this is not fact that Surendra Kumar was discharged the work of messenger / sweeper and he was never paid minimum wages. This witness further stated in para-8 is that before merger in the SBI had asked from all the branches of SBBJ regarding temporary workman vide letter dt- 15.07.2016 and the same is proved as Ext.-W. This witness further stated in cross-examination that on the basis of Ext.-W SBBJ never sent the name of Surendra Kumar as a temporary workman. This witness admits in para-11 of the cross-examination that Surendra Kumar was paid wages through voucher when ever he discharged his duties and he proved the three vouchers bearing his signature i.e Ext.- W/1 to W/3. In para-13 of the cross-examination this witness stated that bank never prepared attendance register of the temporary worker who discharged duties as a daily wager and bank never gave termination letter to the daily wager,

7. M.W-2 Deo Chandra Choudhary is the manager FIBC who examined before this tribunal on 20.9.2018. He stated in his evidence that he joined the SBI Patna Sahib Branch on 12.06.2017 and he was branch manager there till

09.12.2017. At that time there was two clerk, four officers and one messenger in branch. Once Satyendra Narayan Singh was messenger in his branch. This witness further stated that during his tenure Surendra Kumar never worked in his branch and he does not know Surendra Kumar was doing work in the said branch too last 15 years. This witness further stated that the duty of taking out cash box can be done by only permanent employee and it was handled by Satyendra Narayan Singh. This witness further stated that Surendra Kumar never filed any petition regarding his regularisation. This witness further stated that Surendra Kumar and his son Aryan Raj are the loanee they have requested to waive the interest of the loan.

In para-10 of the cross-examination this witness categorically stated that Surendra Kumar was not the employee of the SBI so there is no question of his termination and this is not fact that when the notice was served to bank, Surendra Kumar terminated from 13.04.2018. This witness further stated in cross-examination that he never terminated Surendra Kumar so there is no question of issuance of any notice or compensation to him and there is no violation of section 33 of the I.D. Act.

8. On the other hand, workman never appeared for adducing evidence to support his claim and workman side also did not examine any witness rather reported to this tribunal, perhaps workman has no interest in his own case that's why the workman did not approach to this tribunal for his evidence.

9. It is argued from the management side Surendra Kumar was never engaged regularly in SBBJ as per his claim asserted in statement of claim rather the facts is that he was engaged by the SBBJ branch on requirement for cleaning of the premises for which he has duly paid. It is further argued that the voucher of dated 02.06.2016 has filed by the workman side (Ext.-W/1) his payment of Rs. 1000/- for as labour payment for cleaning like wise the voucher of 18.01.2016 his payment of Rs 490/- and vouchers of dt- 18.01.2016 the payment of Rs. 2000/- is the Surendra Kumar as a Labour payment this vouchers itself shows that Surendra Kumar was paid for serving water, cleaning purpose when ever he discharged duties. These three documents does not show Surendra Kumar was regularly discharging duties as a messenger / peon /

Safai Karamchari on regular basis. This is duly established by the management witness in their evidence. It is also argued that workman himself did not turned up before this tribunal for adducing evidence in support of his claim this is clear cut indication what ever he claimed regarding

discharging his duties in the SBBJ for the 15 years was beyond the truth. Accordingly workman is not entitled for any relief.

10. On the other representative of the workman submitted that workman has no interest at all and that's why he did not turned up for his evidence so award may be passed on the basis of the materials on record this is evident from the order sheet dt- 27.06.2022.

11. Considering all the facts and materials available on the record as discussed above, and the submissions as advanced on behalf of the management side as well as by the representative of the workman, this tribunal finds that President, Bank Employees Federation, Bihar had raised the grievance of workman Surendra Kumar against the management SBBJ (now SBI after merger) for not regularising his services as peon / safai Karamchari at Patna City Branch from 31.07.2002 and accordingly the appropriate government sent the reference to adjudicate the said issue. This tribunal further finds that representative of the workman filed statement of claim without any authority of the workman and workman also did not put any signature over the statement of claim however, management bank SBI filed written statement denying all the claims as alleged in the statement of claim on behalf of the workman Surendra Kumar and management also produced two witness who served in the Patna City Branch where Surendra Kumar was said to be working for 15 years but both the management witness out rightly rejected the claim of the workman in their evidence they admitted that when ever Surendra Kumar discharged the duties of cleaning of the premises, he was duly paid. This tribunal further find that workman never turned up in support of his claim regarding discharging his duties at SBBJ Patna City Branch for the 15 years for which his grievances was raised by President of Bank Employees Federation, Bihar. Since workman himself did not come forward to suffice his claim as per statement of claim that is clear cut indication of this facts that workman was never interested in his own case that is also admitted by the representative of the workman at last disclosing workman has no interest. This tribunal further finds and hold that this is settled principle of law that the person who raised his grievance before the ALC (C) Patna he has too establish his grievance before this tribunal by way of giving cogent oral and documentary evidence to his claim but here in the instant case Surendra Kumar was never turned up and did not give any evidence for his claim so this is considered opinion of this tribunal that workman Surendra Kumar is not entitled for any relief. This award is effected after date of publication in gazette.

This is my award accordingly.

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2027.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स बलरामपुर प्रोफेशनल सर्विस प्रा. लिमिटेड लखनऊ: रजिस्टर, सशस्त्र बल प्राधिकरण, क्षेत्रीय पीठ, 03 आई.के. मार्ग लखनऊ के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (41/2019) प्रकाशित करती है।

[सं एल- 14011/12/2018- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.41/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of M/s Balrampur Professional Service Pvt. Ltd Lucknow : Register , Armed forces Aurthoriy , Regional Bench, 03 I.K. Marg Lucknow and their workmen.

[No .L-14011/12/2018-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM-LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR
PRESIDING OFFICER

I.D. No. 41/2019

Ref. No. L-14011/12/2018-IR(DU) dated 26.02.2019

BETWEEN

हिन्द मजदूर सभा उत्तर प्रदेश 25/26 यूनियन भवन, आर्यनगर, लखनऊ
द्वारा श्री उमाशंकर मिश्र, महामंत्री

AND

1. M/s Balrampur Professional Services Pvt. Ltd M/s Balrampur Professional Services Pvt. Ltd
5th floor, Rohit Bhawan, Spru Marg, Lucknow-226002.
2. Registrar, Armed Forces Authority, Regional Bench, 03 I.K.Marg, Lucknow-226002

AWARD

By order No. L-14011/12/2018-IR(DU) dated 26.02.2019 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute for adjudication with following schedule:

“Whether the action of the management of Ws. Balrampur Professional Services Pvt. Ltd to retrench the services of 2 security guards Manoj Kumar Dubey and Brijesh Kumar Tiwari without complying the provision of Sec 25(f), 2S correct? If not, what others relief they are entitled to?”

On 19.01.2006 the claimant has filed his claim petition, praying the following relief:

“क. प्रतिवादीगण द्वारा वाद से संबंधित श्रमिकों को बिना किसी पूर्व सूचना, बिना नोटिस, बिना किसी प्रकार की छटनी क्षतिपूर्ति, बिना किसी कारण, बिना आरोप पत्र और सफाई का अवसर प्रदान किये, दिनांक 16-9-2017 से कार्य से प्रथक। वंचित किये जाने को अनुचित और अवैधानिक घोषित करते हुए सवेतन अटूट सेवा में बहाल किये जाने का आदेश पारित करने की कृपा करें।

ख. बैठकी की अवधि का पूरा पूरा वेतन और अन्य हितलाभ, जो उन्हें निरन्तर सेवा में बने रहने की स्थिति में प्राप्त होते, दिलाये जाने का आदेश पारित करने की कृपा करें।

ग. यह कि वाद के संचालन का उचित हर्जा खर्चा भी दिलाया जाए।”

On 07.02.2022 on behalf of respondent No. 2 written statement has been filed inter alia stating therein that the services of the claimants have been availed through respondent no. 1/Balrampur Professional Services (Pvt.) Ltd, Lucknow for a fixed period of time as contractual employees, as such, they are not entitled for any benefit from respondent no. 2.

On 09.11.2022 on behalf of respondent no. 1, written statement has been filed; wherein it has been stated that services of the claimants were provided to respondent no. 1 through respondent no. 1 on the basis of contract deed entered between respondent no. 1 and respondent no. 2 for period 01.07.2017 to 30.06.2018 only, which came to an end with the expiry of term; and they have been accordingly, as per terms of agreement, as such, their claim for reinstatement is contrary to law, liable to be rejected.

The claimant union filed rejoinder to the written statements filed by respondent no. 1 & 2, denying the submissions made by respondent no. 1 & 2 and reiterating its submissions made in the statement of claim.

Needless to mention that after filing of rejoinder statement several opportunities were granted to the workman to file its evidence.

Thereafter, by an order dated 08.02.2024, passed by this Tribunal, notice was issued to the workman; and the matter is listed for ex-parte hearing.

On the date fixed, workman did not turn up in spite of notice; accordingly, case was reserved for orders after hearing respondents.

From perusal of the order sheet the position is emerged out that since 12.09.2023 the matter is listed for hearing and none is appeared on behalf of claimant.

Moreover, on 15.07.2024, when the matter is taken up in revised list neither the workman nor his legal representative has put his appearance.

Accordingly, I have heard the learned counsel for opposite party, perused the record.

Accordingly, taking into consideration, above said facts as well as the fact that no oral/documentary evidence filed on behalf of the claimant to support his claim, as such, adjudication case is liable to be dismissed.

Because, Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194** as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of **M/s Uptron Powertronics Employees' Union, iabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519** has held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

LUCKNOW.

Justice ANIL KUMAR, Presiding Officer

01st August, 2024.

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2028.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (85/2018) प्रकाशित करती है।

[सं एल - 12011/18/2018- आई आर (बी-1)]
सलोनी, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2028.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.85/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No .L-12011/18/2018-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/85/2018

Present: P.K.Srivastava

H.J.S..(Retd)

General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

F-1, Tripti Vihar, Opp. Engineering College

Ujjain (MP) - 456001

Workman

Versus

The Chief General Manager

State Bank of India,

Hoshangabad Road,

Bhopal (M.P.) - 462004

Management

A W A R D

(Passed on this 18th day of September-2024.)

As per letter dated 19/11/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12011/18/2018/IR(B-I) dt. 19/11/2018. The dispute under reference related to :-

“Whether the following allegations made by the union Dainik Vetan Bhogi Karmachari Sangathan against management of State Bank of India Bhopal in the matter of Shri Bhupesh Raikwar are amounts to unfair labour practice under I.D. Act ?

- A. Not giving appointment letter and not giving termination letter.***
- B. Payment was not made as per pay scale/ skilled wage.***
- C. Minimum wages not pay.***
- D. Muster Roll has not been maintained as per Section 25-D of I.D. Act.***
- E. Applicants have worked 240 days in a year.***
- F. After working for six days, the wages for weekly of and National Holidays 26 January, 15 August were deducted.***

If yes, what relief the workman is entitled ?”

After registering the case on the basis of the reference received, Notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

The case of the workman, in short is that the workman was appointed as Peon in Mandi Branch at Mandsour 08.02.2001. He worked continuously till 20.10.2012. Thereafter he was terminated without notice or wages in lieu of one month notice and without payment of retrenchment compensation, in violation of the provision of Section 25-F of the Industrial Disputes Act, 1947 (in short the Act, 1947). He had worked more than 240 days as required under Section 25-B of the Act, 1947. He worked for 240 days and more in every year continuously and has thus acquired the status of permanent employee. He was not paid wages in the light of Bipartite Settlement which he was entitled to. He was not paid bonus also as per law. The management adopted unfair labour practice by continuing him as Badli worker for years and not regularizing him. He requested that holding his termination against law, he be held entitled to be reinstated with all back wages and benefits.

The case of the management, inter alia, is that the alleged workman was neither employed as permanent employee nor attained permanent status. He worked as a casual worker for few hours in a day as and when required in branch of the Bank and was paid for it. The provisions of the Section 25-F of the Act 1947 is not applicable and therefore, the question of giving notice or payment of retrenchment compensation does not arise. It has been further pleaded that the workman was a daily wager, engaged not on regular basis but subject to availability of work and also that he was not appointed against any sanctioned vacancy following recruitment process. It was also pleaded that since the engagement of the workman was on day to day basis, no formal appointment letter was required to be issued to him, also that no muster roll was required to be prepared in his case and he is not entitled to protection of Desai Award and Bipartite Settlement because he is not covered in these. Accordingly, management has prayed that the reference be answered against the workman.

No evidence in form of affidavit has been filed by any of the parties, the workman has filed photocopy of letter of Branch Manager dated 15.11.2014 with photocopy cheque, admitted by management marked Ex. W/1 & W/2.

None appeared at argument stage. No written argument was filed. I have gone through the record.

The reference itself is the issue for determination.

The initial burden to prove its case is on the workman. According to the workman union, the basis of adopting unfair labour practices violation of Clause-9 of 5th Schedule to the Act read with Section 2(r) according to which to employ workman as Badlis, Casuals or Temporary and to continued them as such for years with the object of depriving them of the status and privileges of permanent workman is unfair labour practice. In absence of any evidence to corroborate this fact as well the fact that the workman was engaged on daily basis but did not complete 240 days in any year does not substantiate this allegation of unfair labour practice. Furthermore, Desai Award itself provides that daily wagers are not covered by it. Same is the case with Bipartite Settlement.

Hence, holding the allegations in statement of claim not proved, the reference deserves to be answered against the workman.

Holding the claim of the workman not proved, the reference is answered against the workman. No order as to cost.

DATE: 18/09/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2029.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (30/2015) प्रकाशित करती है।

[सं एल - 12012/20/2015- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2029.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.30/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12012/20/2015-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/30/2015

Present: P. K. Srivastava

H.J.S..(Retd)

Shri Santosh Kumar

S/o. Shri Bhagwan Das

H.No. 522, Near Narmada Light House

Lakadgunj, Distt. Jabalpur (MP)

Workman

Versus

1. The General Manager,
State Bank of India,
Local Head Office
Hoshangabad Road,
Bhopal (MP)

2. The Branch Manager
State Bank of India
Malviya Chowk Branch
Jabalpur (MP)

Management

A W A R D

(Passed on this 09th day of September-2024.)

As per letter dated 09/03/2015 by the Government of India, Ministry of Labour, New Delhi as made this reference to the Tribunal under section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per reference number L-12012/20/2015 - IR(B-I) dt. 09/03/2015. The dispute under reference related to :-

“Whether the action of management of Branch Manager State Bank of India, Malviya Chowk Branch, Jabalpur/ Chief General Manager, State Bank of India, Local Head Office, Bhopal (MP) in discontinuing the services of Shri Santosh Kumar S/o. Bhagwan Das Ex-Safaiwala w.e.f. 31.08.2010 and not absorbing him into State Bank of India from State Bank of Indore pursuant to the merging of State Bank of Indore into State Bank of India is just valid and reasonable ? If not, what relief the workman is entitled to and from which date ?”

After registering the case on the basis of the reference received, Notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

The case of the workman, in short is that he was appointed as Peon initially in the Ranjhi Branch on 01.01.1990 and worked continuously till 31.08.2010 when his services were terminated without any notice or compensation, which is in violation of the provision of Section 25-F of the Industrial Disputes Act, 1947 (in short the Act, 1947). He had worked more than 240 days as required under Section 25-B of the Act, 1947. He requested that holding his termination against law, he be held entitled to reinstatement with back wages and benefits and also entitled to be regularized as a Sweeper in the bank from the date of his termination.

The management appeared and filed written statement in the case. **The case of the management**, inter alia, is that the alleged workman was neither employed as permanent employee nor attained permanent status. He worked as a casual worker in the State Bank of Indore but never completed 240 days in any year including the year preceding the date of his termination. The provisions of the Section 25-F of the Act 1947 is not applicable and therefore, the question of giving notice or payment of retrenchment compensation does not arise. It was further pleaded that in exercise of powers U/S. 35(2) of the State Bank of India Act 1955 (Act of 1955) Central Government accorded sanction to acquire the State Bank of Indore vide notification dated 28.07.2010 which was to come in force immediately on expiry of 30 days from the date of notification i.e., 27.08.2010. According to Clause 7 and 8 of the Notification, only the services of permanent officers or employees including those on probation serving in the transferor bank immediately before the effective date were to be transferred to the transferee bank i.e., State Bank of India, that too on the option of the officers/officials of the transferor bank i.e., State Bank of Indore prayed that the reference be answered against the workman. Hence, the workman, being a daily wager was not entitled to be taken into the services of State Bank of India. Management has prayed that the reference be answered against the workman.

The workman side has filed rejoinder wherein he has mainly reiterated his allegations in the statement of claim.

In evidence, the workman has filed his affidavit, he has been cross examined by management. He has also filed and proved photocopy documents regarding details of temporary/daily wage/ casual labour employed in the branch and amount paid to them, which are Ex. W/1 letter dated 08.09.1999 informing the workman to appear in interview, Ex. W/2 letter of Chief Manager of State Bank of Indore sent to the Regional Manager regarding payment of bonus to the workman in 1998-99. Ex. W/3, W/4, W/5, W/6, W/7 are also bonus statements. These documents are admitted by management.

Management side has filed affidavit of its witness Sanjay Dave as his examination in chief, he has been cross examined by workman.

I have heard argument of Advocate Shri K.B. Singh for workman and Pranay Choubey for management. I have gone through the record.

On perusal of record in the light of rival arguments, following issues arise for determination :-

- 1) Whether, the workman has successfully proved his continuous engagement for 240 days in an year ?
- 2) Whether, the disengagement of the workman is legal ?
- 3) Whether, the workman is entitled to any benefit ?

Issue No.-1 :-

Before, entering into any discussion, Section 25-B of the Act is being reproduced as follows :-

25B. Definition of continuous service.—For the purposes of this Chapter,—

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) ninety-five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case.

Explanation.—For the purposes of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which—

(i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under this Act or under any other law applicable to the industrial establishment;

(ii) he has been on leave with full wages, earned in the previous years;

(iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and

(iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.

The initial burden to prove this issue is on the workman. Pleadings of the parties on this issue have been elaborated earlier. The workman has corroborated his allegations in his statement of claim in his affidavit filed as his examination in chief. In his cross examination, he admits that he was paid bonus for the days he worked. He further states that he was not issued any appointment letter, he used to work as a peon, his job was record keeping, maintenance of vouchers etc. He is filed and proved documents as

mentioned above which corroborate his allegations that he worked with the bank of State Bank of Indore and completed 240 days continuously in a year.

On the contrary, the management witness, who is an Officer of State Bank of India states that he was never posted in the state bank of Indore, there was no record available regarding the applicant workman. At present, these works are taken from persons engaged through outsourcing agencies.

The calculation sheet regarding bonus Ex. W/2, filed by the workman himself, admitted by management shows that he worked within the period. Hence, the claim of the workman that he worked continuously for 240 days in a year is held proved.

Issue No.-1 is answered accordingly.

Issue No.-2 :-

Before entering into any discussion on merit, Section 25-F & 25-G of the Act are being reproduced as follows :-

25F. Conditions precedent to retrenchment of workmen.— *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

25G. Procedure for retrenchment.— *Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.*

Case of the workman is that he was not issued any notice of retrenchment nor was he paid compensation, which he has corroborated in his evidence. It is not the case of management that he was paid any compensation or given prior notice. Hence, termination of his services is held in violation of 25-F & 25-G of the Act and issue no.-2 is answered accordingly.

Issue No.-3 :-

In the light of findings recorded above the question arises as to what relief the workman is entitled ?

Learned Counsel for workman has submitted that keeping in view the long tenure of the workman, he should be reinstated with back wages. He has referred to a Division Bench Judgment of Hon'ble High Court of M.P. passed in W.A. No.- 1431/2018 and other connected writ appeals, in which a Division Bench of Hon'ble High Court has approved the Award of this Tribunal passed in the case of RC/09/2012 and other connected references, holding the workman entitled to be reinstated with 50% of back wages with respect to the workman who had completed 10 years of continuous engagement with the then State Bank of Indore as daily wage and their termination was found in violation of the Act.

Learned Counsel for management has submitted that compensation may be in the interest of justice in the case in hand because the workman was not appointed against a sanctioned vacancy following recruitment procedure also that he has been in beneficial employment after termination of his services as shown in the statement of his account for 2019-20 filed by management.

In the case in hand, the workman has been under engagement since 1990 till 2010, thus has completed about 20 years as daily wager. He has stated in his affidavit that he has been out of job after his disengagement. Every person does make endeavor to survive it is not that only a street beggar will be considered a person out of job. Relying on the Division Bench Judgment referred to above the workman in the case in hand is also held entitled to be reinstated with 50% of back wages, payable to him within 30 days from the date of Award, failing which interest @ of 8% from the date of Award till payment.

Issue no.-3 is answered accordingly.

AWARD

Holding the action of management of Branch Manager State Bank of India, Malviya Chowk Branch, Jabalpur/ Chief General Manager, State Bank of India, Local Head Office, Bhopal (MP) in discontinuing the services of Shri Santosh Kumar S/o. Bhagwan Das Ex-Safaiwala w.e.f. 31.08.2010 and not absorbing him into State Bank of India from State Bank of Indore pursuant to the merging of State Bank of Indore into State Bank of India unjust invalid and unreasonable, the workman is entitled to be reinstated with 50% of back wages, payable to him within 30 days from the date of Award, failing which interest @ of 8% from the date of Award till payment. No order as to cost.

DATE: 09/09/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2030.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (8/2012) प्रकाशित करती है।

[सं एल - 41012/27/2006- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2030.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.8/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Central Railway their workmen.

[No. L-41012/27/2006-IR(B-I)]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/8/2012****Present: P.K.Srivastava****H.J.S..(Retd)****Pramod Lohanu****C/o. Shri Rajaram Nikum****Driver, Shaniwara Gate, Near State Bank****Burhanpur (M.P.)****Workman****Versus****The Divisional Railway Manager****Central Railway, Bhusawal Division****Bhusawal (M.P.)****Management****(J U D G E M E N T)****(Passed on this 30th day of September-2024)**

As per letter dated 28/12/2011 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 as per Notification No. L-41012/27/2006/IR(B-I) dt. 28/12/2011. The dispute under reference relates to:

“Whether the action of management of Divisional Railway Manager, Central Railway, Bhusawal in not considering the case of Shri Pramod Lohanu for Group-D post as per Railway Board/Railway Ministry’s letter no.- HPB/22513/RLC dt. 18.05.1999 is legal and justified ? To what relief the workman is entitled ?”

After registering a case on the basis of the reference, notices were sent to the parties and were served. Parties appeared and file their respective Statement of Claims and Defense.

According to the workman, he was first appointed on 18.02.1978 as Gangman under P.W.I. Burhanpur and was issued service card. He worked till 23.06.1979 the management did not take him back on the excuse of non availability of his name in the live register of the Casual Labours as informed by them to the Assistant Labour Commissioner (Central) at Bhopal, when the workman raised a dispute with respect to the refusal of management to take him back on job. According to the workman, the appropriate Government refused to make reference on the ground of delay unexplained because the dispute was first raised in 2006. The workman preferred writ before Hon’ble High Court and it was under direction of Hon’ble High Court in the said writ, the reference was made by the Central Government to this Tribunal. The workman has alleged that this action of management is arbitrary and is unjust. He has requested that he be held entitled to be taken on job by the management with all back wages and in service benefits.

Rebutting the allegations of the workman, management has taken a case in their written statement of defense that the workman has first raised a dispute in 2006 i.e., after about 26 years, hence the dispute is not entertainable due to unexplained extra ordinary delay and secondly, he was never appointed by any P.W.I. Bhusawal and the service card produced by him is fake. Management has thus requested that the reference be answered against the workman.

In evidence, the workman has filed his affidavit as his examination in chief. He has been cross examined by management. He has filed and proved his service card. He has further filed the affidavit of another witness who is said to be his co-worker. This witness has also been cross examined by management.

Management has filed affidavit of its witness Nagesh Gupta. He has been cross examined by workman side.

I have heard argument of learned Counsel for the workman Shri Praveen Yadav and Shri Rakesh Soni for management.

The reference itself is the issue for determination in the case in hand.

The pleadings of the parties have already been detailed earlier in this Judgment. The initial burden to prove its case is on workman. He has corroborated his allegations in statement of claim in his affidavit filed as his examination in chief, he has proved his service book, there is no stamp on his photograph in his service book nor is there signature of any official, the seal is also not clear signature of the person is also not clear, hence his statement is not much reliable. His witness who has stated that the workman had worked within during the period, states that he was regularized but the workman was not regularized and that he had no proof regarding the fact that name of the workman was deleted from live register.

On the other hand, management witness has stated that the name of the workman was never in the live register, also that the service card produced is not genuine.

On the basis of the aforesaid evidence, the case of the workman is not found reliable.

Even if it is assume that the workman did work within the period 18.02.1978 to 23.06.1979, he raised the dispute for the first time in 2006. He could not explain the reason behind the delay. Though there is no limitation in the Act for raising disputes by a workman, the settled proposition of law is that if the claim is barred by unexplained latches and delay, it may be refused. There is no evidence on record produced from the side of workman to the effect that he kept the dispute alive within the period 1979 to 2006. Hence, on this ground also, the claim of the workman fails. I am supported by following observation of Hon'ble the Apex Court in the case of *Krishi Utpadan Mandi Samity v. Pahal Singh*, (2007) 12 SCC 193 :-

This extract is taken from *Krishi Utpadan Mandi Samity v. Pahal Singh*, (2007) 12 SCC 193 : (2008) 2 SCC (L&S) 482 : 2007 SCC OnLine SC 495 at page 196

"11. The Labour Court was also under an obligation to consider as to whether any relief, if at all could be granted in favour of the workman in view of the fact that the industrial dispute had been raised after 18 years. It was obligatory on the part of the Labour Court to consider that the respondent was in employment for very short period. It had also not arrived at a finding that the respondent was in continuous service within the meaning of Section 2(g) of the U.P. Industrial Disputes Act or for that matter in terminating the services of the respondent, the appellant did not comply with the requirements of law particularly Section 6-N thereof. In the absence of such a finding, the High Court in our opinion should have interfered with the award.

12. It is now well-settled principle of law that "delay defeats equity". "

On the basis of above discussion, holding the claim of the workman is not proved and barred by latches as well delay of 26 years in raising the dispute, the reference deserves to be answered against the workman and is answered accordingly. No order as to cost.

DATE:- 30/09/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2024

का.आ. 2031.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरिएंट बैंक ऑफ कॉमर्स के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (31/2016) प्रकाशित करती है।

[सं. एल - 12011/80/2015- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 24th October, 2024

S.O. 2031.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.31/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Orient Bank of Commerce their workmen.

[No. L-12011/80/2015-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/31/2016

Present: P.K.Srivastava

H.J.S..(Retd)

Vinay Vinayak Kori
S/o. Anant Kumar Kori
R/o. H.No. 351, Behind Saraswati Shishu Mandir
Trimurti Nagar, Damoh Naka, Jabalpur (MP)

Workman

Versus

1. The Regional Manager,
Oriental Bank of Commerce
(Now Punjab National Bank)
Indira Press Complex, Pragati Bhawan
Marahana Pratap Nagar, Zone-I, Bhopal (MP)
2. The Branch Manager
Oriental Bank of Commerce
(Now Punjab National Bank)
Madan Mahal, Gurunank School Campus
Dashmesh Dwar, Madan Mahal, Jabalpur (MP)

Management

A W A R D

(Passed on this 19th day of September-2024.)

As per letter dated 26/02/2016 by the Government of India, Ministry of Labour, New Delhi as made this reference to the Tribunal under section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per reference number L-12011/80/2015 - IR(B-II) dt. 26/02/2016. The dispute under reference related to :-

“Whether the action of the management of Oriental Bank of Commerce, Bhopal/Branch Manager Oriental Bank of Commerce, Jabalpur in alleged termination of service of Shri Vinay Vinayak Kori, Peon is legal and justified ? If not, what relief he is entitled to ?”

After registering the case on the basis of the reference received, Notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

The case of the workman, in short is that he was appointed as Peon in the Bank on 01.01.2005 on daily rated basis and continuously worked till 21.02.2015, when his services were terminated without any

notice or compensation, which is in violation of the provision of Section 25-F of the Industrial Disputes Act, 1947 (in short the Act, 1947). He had worked more than 240 days as required under Section 25-B of the Act, 1947. He requested that holding his termination against law, he be held entitled to reinstatement with back wages and benefits and also entitled to be regularized as a Peon in the bank from the date of his termination.

The management appeared and filed written statement in the case. **The case of the management**, inter alia, is that the alleged workman was neither employed as permanent employee nor attained permanent status. He worked as a casual worker in the State Bank of Indore but never completed 240 days in any year including the year preceding the date of his termination. The provisions of the Section 25-F of the Act 1947 is not applicable and therefore, the question of giving notice or payment of retrenchment compensation does not arise. Management has prayed that the reference be answered against the workman.

The workman side has filed rejoinder wherein he has mainly reiterated his allegations in the statement of claim.

During the pendency of the reference the Oriental Bank of Commerce merged in Punjab National Bank and the transferee has been brought on record.

In evidence, the workman has filed his affidavit, he has been cross examined by management. He has also filed and proved photocopy documents payment vouchers Ex. W/1 to W/8, Ex. W/9 photocopy letter of Bank with photocopy cheque, photocopy bills of BSNL Ex. W/10 to W/18, cheque book issuing register entries in photocopy six pages W/19, dispatch register four pages Ex. W/20, RTI applications, copy of lease deed between bank and lessor in which the workman is a witness, some other photocopy credit cash vouchers which are Ex. W/27 to W/39. Under orders of this Tribunal, the management has filed authenticated copy of attendance register of its employees from 2005 to 2012, salary register from 2005 to 2012 and eight credit cash vouchers.

Management side has filed affidavit of its witness as his examination in chief, he has been cross examined by workman. Management has further filed account opening form of workman with his photocopy election card, electricity bill and family register, bank has further filed and proved statement of account of the workman.

I have heard argument of Advocate Shri K.B. Singh for workman and Praveen Chaturvedi for management. Both the sides have filed written arguments which are part of record. I have gone through the record as well.

On perusal of record in the light of rival arguments, following issues arise for determination :-

- 1) *Whether, the workman has successfully proved his continuous engagement for 240 days in an year ?*
- 2) *Whether, the disengagement of the workman is legal ?*
- 3) *Whether, the workman is entitled to any benefit ?*

Issue No.-1 :-

Before, entering into any discussion, Section 25-B of the Act is being reproduced as follows :-

25B. Definition of continuous service.—*For the purposes of this Chapter,—*

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised

leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) ninety-five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case.

Explanation.—For the purposes of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which—

(i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under this Act or under any other law applicable to the industrial establishment;

(ii) he has been on leave with full wages, earned in the previous years;

(iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and

(iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.

The initial burden to prove this issue is on the workman. Pleadings of the parties on this issue have been elaborated earlier. The workman has corroborated his allegations in his statement of claim in his affidavit filed as his examination in chief. In his cross examination, he states that he was not issued any appointment letter, he used to work as a peon, his job was record keeping, maintenance of vouchers etc.

The attendance register, salary register and payment vouchers do not contain the name of the workman. It is to be kept in mind that both the registers contain names of regular employees of the management and not the daily wagers. He is filed and proved documents as mentioned above which corroborate his allegations that he worked with the bank and completed 240 days continuously in a year.

On the contrary the management witness, who is an Officer of Punjab National Bank states that she was never posted in the Oriental Bank of Commerce. She admits that only the work of cleaning was taken from the workman and not receiving cheque books etc. Regarding the telephone bills and signature of the workman on these bills and demand drafts, this witness states that may be the workman was sent to deposit the demand drafts and the receive the bills.

On comparatively evaluating the evidence as discussed above, the evidence of the workman side appears more reliable. Hence, the claim of the workman that he worked continuously for 240 days in a year is held proved.

Issue No.-1 is answered accordingly.

Issue No.-2 :-

Before entering into any discussion on merit, Section 25-F & 25-G of the Act are being reproduced as follows :-

25F. Conditions precedent to retrenchment of workmen.— *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

25G. Procedure for retrenchment.— *Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.*

Case of the workman is that he was not issued any notice of retrenchment nor was he paid compensation, which he has corroborated in his evidence. It is not the case of management that he was paid any compensation or given prior notice. Hence, termination of his services is held in violation of 25-F & 25-G of the Act and issue no.-2 is answered accordingly.

Issue No.-3 :-

In the light of findings recorded above the question arises as to what relief the workman is entitled ?

Learned Counsel for workman has submitted that keeping in view the long tenure of the workman, he should be reinstated with back wages.

Learned Counsel for management has submitted that compensation may be in the interest of justice in the case in hand because the workman was not appointed against a sanctioned vacancy following recruitment procedure. He has referred to following decisions in this respect :-

- 1) *Mahboob Deepak Vs. Nagar Panchayat Gajroula. (2008) 1 SCC 575.*
- 2) *State of Haryana Vs. Piara Singh, (1992) LIC 2168.*
- 3) *Himanshu Kumar Vidyarthi Vs. State of Bihar, AIR 1997 SC 3657.*
- 4) *Secretary, State of Karnataka Vs. Uma Devi, (2006) 4 SCC 1.*

In the case in hand, the workman has been under engagement since 2005 till 2015, thus has completed more than 10 years as daily wager. He has stated in his affidavit that he has been out of job after his disengagement. Every person does make endeavor to survive it is not that only a street beggar will be considered a person out of job. In the light of facts and circumstances of the case in hand and proposition of law laid down in the cases referred to above, I am of the considered view that a lump sum compensation

of Rs. Four lacs in lieu of all his claims, payable to the workman within 30 days from the date of Award, failing which interest @ of 8% from the date of Award till payment will meet the ends of justice to which the workman is held entitled.

Issue no.-3 is answered accordingly.

AWARD

Holding the action of management of Oriental Bank of Commerce (now Punjab National Bank) in discontinuing the services of Vinay Vinayak Kori, Ex-Peon w.e.f. 21.02.2015 unjust invalid and unreasonable, the workman is held entitled to a lump sum compensation of Rs. Four lacs in lieu of all his claims, payable to the him within 30 days from the date of Award, failing which interest @ of 8% from the date of Award till payment. No order as to cost.

DATE: 19/09/2024

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अक्टूबर, 2024

का.आ. 2032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जयपुर के पंचाट (07/2018) को प्रकाशित करती है,

[सं. एल -41012/45/2016-आई.आर. (सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 25th October, 2024

S.O. 2032.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.07/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur* as shown in the Annexure, in the industrial dispute between the management of State Bank of Bikaner and Jaipur and their workmen.

[No. L-41012/45/2016-IR(B-I)]

SALONI, Dy. Director

अनुलग्नक

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

पीठासीन अधिकारी

राधा मोहन चतुर्वेदी

सी.जी.आई.टी. प्रकरण सं. 07 / 2018

Reference No. L-41012/45/2016-IR (B-I)

Dated: 27.03.2018

श्री लाखन सिंह पुत्र श्री पीरुमल ग्वारिया, निवासी- वार्ड नं. 20, फुलेरा, जिला- जयपुर, (राजस्थान)।

.....प्रार्थी

बनाम

1. सहायक महाप्रबंधक, स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, ऐरिया फोर्थ, एस. एम. एस. हाइवे, चौड़ा रास्ता, जयपुर (राजस्थान)

2. शाखा प्रबंधक, स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, फुलेरा शाखा, जयपुर (राजस्थान)

.....अप्रार्थीगण/विपक्षी

उपस्थित:-

प्रार्थी की तरफ से : कोई उपस्थित नहीं।

अप्रार्थी की तरफ से : कोई उपस्थित नहीं।

: अधिनिर्णय :

दिनांक : 03.2024

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 27.03.2018 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (डी) व 21 के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्याय निर्णयन हेतु इस अधिकरण को संदर्भित किया गया :-

“क्या प्रबंधन शाखा प्रबंधक, स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, फुलेरा शाखा, जयपुर का कर्मकार श्री लाखन सिंह, चतुर्थ श्रेणी कर्मचारी जो कथित दिनांक 16.07.2012 से कार्यरत था, को दिनांक 16.07.2015 को सेवा से निकाला जाना न्यायोचित एवं न्यायसंगत है? यदि नहीं तो कर्मकार किस अनुतोष को पाने का अधिकारी है? ”

2. श्रम मंत्रालय द्वारा यह विवाद दिनांक 27.03.2018 को पंजीकृत डाक द्वारा इस अधिकरण के साथ साथ विवाद के पक्षकारों यथा प्रार्थी संगठन व विपक्षीगण को भी प्रेषित किया गया था। यह विवाद दिनांक 04.04.2018 को इस अधिकरण में प्राप्त हुआ—तथा पक्षकारों की उपसंज्ञाति व अभिवचनों की प्रतीक्षा में अब तक लंबित रहा है। आज दिनांक 03.2024 तक भी इस संदर्भित विवाद के अग्रसरण हेतु प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत नहीं किया है। श्रम मंत्रालय द्वारा संदर्भित विवाद के संबंध में विवाद प्रस्तुत करने वाले पक्षकार (प्रार्थी) को यह निर्देश दिया गया है कि वह उक्त आदेश की प्राप्ति के 15 दिन की अवधि में अपने दावे का अभिकथन इस अधिकरण के समक्ष प्रस्तुत करे। चूंकि प्रार्थी को यह आदेश पंजीकृत डाक के माध्यम से प्रेषित किया गया है, यह उपधारित किया जाना नितांत न्यायोचित है कि— जिस प्रकार इस अधिकरण को संदर्भित आदेश 04.04.2018 को प्राप्त हो चुका है— प्रार्थी को भी यह आदेश प्राप्त हो चुका होगा।
3. इस तथ्यात्मक परिदृश्य में इस अधिकरण का यह सुविचारित अधिमत है कि प्रार्थी व विपक्षीगण के मध्य संदर्भित विवाद के अग्रसरण हेतु प्रार्थी—पक्ष अनिच्छुक व उदासीन है। इसलिए दावे के अभिकथन के अभाव में प्रार्थी संदर्भित विवाद में कोई अनुतोष पाने का अधिकारी नहीं है।
4. संदर्भित विवाद का निस्तारण इसी प्रकार किया जाता है।
5. अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावें।

राधामोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 25 अक्टूबर, 2024

का.आ. 2033.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, लखनऊ के पंचाट (97/2021) संख्या को प्रकाशित करती है,

[सं. एल -12011/30/2021-आई.आर. (सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 25th October, 2024

S.O. 2033.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.97/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workman.

[No .L-12011/30/2021-IR(B-II)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR
PRESIDING OFFICER

I.D. No. 97 of 2021
Ref. No.L-12011/30/2021-IR (B-II) dated 22.9.2021

BETWEEN

The Zonal Secretary
All India Ex-serviceman Bank Employees Federation
548 C/170, Chandrodya Nagar, Devpur, Rajaji Puram Lucknow-226017

-----Claimant

Vs.

The Circle Head
Punjab National Bank, Circle Office
Betia Hata, Near Nangalia Hospital, GORAKHPUR, UP - 273001.

----Respondent

JUDGEMENT

By means of Order No.L-12011/30/2021-IR (B-II) dated 22.9.2021 appropriate government referred the following dispute to this Tribunal for adjudication:-

“Whether the claim of All India Ex-servicemen Bank Employee’s Federation (Regd.) against the action of the management of Punjab National Bank, Gorakhpur regarding non-regularization of suspension period of Sri Rakesh Kumar Singh, SWO is legal and justified in the eye of law?” If yes, what relief the concerned workman is entitled to?”

Accordingly industrial dispute having I.D. No.97 of 2021 registered before this Tribunal.

On behalf of claimant on 2.11.2021 the statement of claim filed stating therein the following averments, in brief, they are quoted hereunder:-

1. As some irregularities were being carried out by unauthorized verbal orders of Branch Manager Mr. Rajesh Verma forcefully and also employees were not being paid their dues of

officiating allowances, so it was complained to Branch Manager and circle office, Gorakhpur in writing on 17.2.2019 but no action was taken.

2. Branch Manager allowed a fraudulent cheque payment with instruction 'allowed' without any actual transaction being carried out in the system for payment as the customer's account had no such balance for payment. As allowed by the manager, the customer took the payment of Rs.50,000/- causing loss to the exchequer, which was reported by our member Sri Rajesh Kumar Singh to circle office, Gorakhpur which did not take any corrective action, so the matter was later reported to CVC. It was a criminal act by BM, still so far no action has been taken against him.
3. Due to the above mentioned complaints Branch Manager Mr. Rajesh Verma was annoyed with our member and also circle office was displeased as the non action by circle office on this fraud was questioned by our member, hence, revenge action was taken later by Branch Manager in collusion with circle office, Gorakhpur in the form of this illegal suspension.

Accordingly, it has been submitted that due to above said facts, claimant was placed under suspension, further he stated the reason for suspension as mentioned in the suspension order served upon the workman by the branch manager and circle office, Gorakhpur are as under:

- a) Branch Manager was looking for revenge and on the eventful day i.e. 27.3.2018 the member had made payment of customers up to evening 1615 hrs, while transaction time is 1600 hrs as per PN guideline. Member requested for office order to have transaction beyond transaction time as ordered by Mr. Rajesh Verma, Branch Manager and then he got angry and told he will not issue any office order and the member has to do the payment. Asking for a valid order from superior is not a misbehavior, so the allegations are false.
- b) Member was issued memo twice with false allegations which he had already replied earlier requesting fair enquiry by superior authorities. Further as mentioned above member made payment to customers up to 1615 hrs on 27.3.2018 i.e. beyond transaction time and further asked for office order for payment of transaction beyond working hours, which was denied by branch manager. On the same day member was suspended at 1715 hrs by Branch Manager, so question of issuing explanation and reply does not arise, hence, allegation is false and fabricated and suspension was illegal.
4. It was further stated by the claimant that after suspension of workman on 27.3.2018, the member met with disciplinary authority Sri Sudama Dubey, AGM along with Sri UPN Singh Convener UFBU (United Forum of Bank Unions) Gorakhpur, then Sri Sudama Dubey categorically said 'are aap to gentleman lag rahe hain main to samjha tha ki Mahesh ranjan hai isliye suspend karne ke liye kah diya'. So it proves that this was a miscommunication and misunderstanding between Branch Manager Mr. Rajesh Verma and Sri Sudama Dubey, AGM.
5. It has also been mentioned that suspension of Sri Rajesh Kumar Singh-workman was a mistaken identity for suspension before suspending the workman PNB, Circle Office Gorakhpur neither had any preliminary enquiry nor issued any show cause notice before suspension violating law of natural justice.
6. After revocation of suspension on 7.4.2018 the case was closed and Sri Rajesh Kumar Singh was never served with any charge sheet nor was his suspension period regularized violating clause 14.3 of bipartite settlement 1984. His request for regularization of suspension period was not considered and not even replied.
7. Hence, looking at the above facts and the enquiry by authorities, which could not substantiate any allegation as mention in suspension order against member and reinstated him and henceforth could not issue a show cause notice or charge sheet and authorities closed the case arbitrary without providing any relief to member during last three years. The suspension was illegal and unjust without any valid reason. The law of natural justice was clearly violated upon arbitrarily against the aggrieved employee causing discontinuity of service, financial loss and great loss to his status along with loss of seniority in banking services.

On the basis of above said averments, the following relief's have been claimed:-

- (i) The period of suspension be regularized and dues be paid in accordance to Clause 14.3 of bipartite settlement 1984.
- (ii) All errant official be dealt with appropriate under departmental action or under IPC Act
- (iii) Appropriate compensation be paid to member for loss to his social status and harassment met to him during last three years.

Case of respondent:

On 10.1.2023 respondent i.e. Punjab National Bank filed the written statement in which the following preliminary objections taken:-

1. The Bank issued a letter dated 27.3.2018 to the claimant Sri Rajesh Kumar informing him therein that the competent authority has decided to place him under suspension pending disciplinary action proceedings for reasons of his misbehavior with the Senior Manager Branch Office: Partawal and for non submission of reply of letter regarding non-payment of withdrawals of customer payment (Annexure-1 to the written statement).
2. The claimant Sri Rajesh Kumar submitted his reply vide letter dated 3.4.2018 (Annexure-2 to the written statement) seeking revocation of his suspension. The claimant vide said letter admitted his mistake stating that the same shall not be repeated by him and therefore, requested the competent authority of the bank to revoke his suspension.
3. On receiving the letter dated 3.4.2018 the competent authority reviewed the irregularities committed by the claimant. On review during the pendency of disciplinary proceedings against the claimant in the matter of involving misbehavior with Senior Branch Manager BO: Partawal and non submission of reply of non-payment of withdrawals of customers issued by branch head BO Partawal the competent authority decided to revoke his suspension and utilize his services at BO: Pipraich permanently vide letter dated 7.4.2018.
4. Banking ethics is a committed set of ethical standards and rules that should be followed in the activities of financial institutions and employees of the banking sector. Every employee of the Bank shall conform to and abide by laws in the course of performance of their job duties. Every employee is expected to serve the customers without breaching or violating the justice honesty, integrity, reliability and social responsibility principles.

In addition to above said preliminary objections in the written statement filed by the respondent, it has been pleaded, relevant paragraph, quoted as under:

“4. That the contents of para-4 of the claim statement are denied. It is submitted that suspension of the claimant were revoked by the competent authority on request of the claimant. It is wrong on the part of claimant to say that principle of natural justice were not followed. It is reiterated that the claimant was suspended vide letter dated 27.3.2018 and vide letter dated 3.4.2018 he requested that his suspension be revoked and acknowledged his mistake. It was only after that, the competent authority reconsidered the suspension order and with the intent of giving the claimant a second chance revoked the same. Therefore, there exists no Industrial Dispute between claimant and the Bank Management. That claim has been submitted by the claimant with ulterior motive to harass the Bank without any rhyme and reason.”

Evidence filed by parties in support of their case:

In addition to documentary evidence filed by parties, on behalf of workman an affidavit dated 21.7.2023, filed by Sri Rajesh Kumar Singh/workman, in support of his statement of claim. Relevant portion, quoted below:-

“5. After revocation of suspension on 7.4.2018 the case was closed and our member Sri Rajesh Kumar Singh was never issued any charge sheet nor was his suspension period regularized

violating clause 14.3 of bipartite settlement 1984. His request for regularization of suspension period was not considered and not even replied.

7. Hence, the period of suspension be regularized in accordance to clause 14.3 of bipartite settlement 1984 and all financial dues be paid to the aggrieved employee."

On behalf of Punjab National Bank an affidavit of Sri Ashok Kumar Mishra, Chief Manager, Circle Office, Gorakhpur was filed stating therein as under:-

"2. That Sri Rajesh Kumar Singh was placed under suspension w.e.f. 27.3.2018 due to misbehavior with Branch Head, BO Partawal. The suspension was revoked vide order dated 7.4.2018 by the disciplinary authority only after submission of Sri Rajesh Kumar Singh vide his request letter dated 3.4.2018 in which he has stated "incidence which happened in Partawal was due to miscommunication and misunderstanding, which should not be repeated again by me. I have always taken care of Bank reputation and provided best service to our customers and will continue with the same. Therefore, I request you to revoke my suspension and continue my service.

3. That as Sri Rajesh Kumar Singh accepted his mistake and further during personal counseling held at Circle Office, Gorakhpur on dated 5.4.2018 before the competent authority given assurance to discharge his duties properly, his suspension was revoked by the then disciplinary authority after taking a lenient view. After revocation of suspension (27.3.2018 to 7.4.2018) vide order dated 7.4.2018 no charge sheet has been issued to the claimant, Sri Rajesh Kumar Singh and no inquiry proceedings have been commenced."

Findings & conclusion:

I have heard the Learned Counsels for the parties and gone through material on records.

In order to decide the controversy involved in the present case, it would be appropriate to have effect of a suspension, on an employee who has been suspended during the tenure of his service.

An order of suspension has effect of debarring a Government servant from exercising powers and discharging the duties of his office for the period the order remains in force.

An order of suspension takes effect from the date of communication, irrespective of the date of its actual receipt by the employee as has been held by the Constitution Bench of Hon'ble Supreme Court in the case of *State of Punjab Versus Khemi Ram, reported in (1969) 3 SCC 28*.

In the case of *Balvantaray Ratilal Patel Versus State of Maharashtra, reported in AIR 1968 SC 800* the Hon'ble Supreme Court held as under:

"On general principles therefore the Government, like any other employer, would have a right to suspend a public servant in one of two ways. It may suspend any public servant pending any departmental enquiry or pending criminal proceedings: this may be called interim suspension. The Government may also proceed to hold a departmental enquiry and after his being found guilty order suspension as a punishment if the rules so permit. This will be suspension as a penalty. As we have already pointed out, the question as to what amount should be paid to the public servant during the period of interim suspension or suspension as a punishment will depend upon the provisions of the statute or statutory rules made in that connection."

Further once an employee is placed under suspension or deemed to have been under suspension, his suspension from service continues until it is revoked by competent authority or quashed by a Court of Law on judicial review of the order.

Though suspension is not a punishment, it constitutes a great hardship for a Government servant. In fairness to him, and also for the sake of economy in public expenditure, the period of suspension is required to be reduced to the barest minimum. Investigation into cases of officers under suspension should, therefore, be given high priority and every effort should be made to serve the charge sheet within three months of the date of suspension.

In nutshell as per the settled legal position of law, on the point that when a suspended employee is reinstated to duty, the employer has to decide and order as to –

- (a) what pay and allowances the employee shall get for the period he was placed under suspension and
- (b) whether or not the period of suspension shall be treated as duty.

Moreover, it is not necessary that the decision of (a) above should depend upon the decision on (b) above. The competent authority has the discretion to pay the proportionate pay and allowances and treat the period as duty for any specified purpose(s) or only to pay the proportionate pay and allowances. It has no discretion to pay full pay and allowances when the period is treated as 'non duty'.

Therefore, for the period, employee was placed under suspension (or for any period of pay) if full pay is not paid to the employee, the order for such less pay must follow show-cause. This question was settled by the Hon'ble Apex Court in a three Judges Bench in ***M. Gopala Krishna Naidu v State of M.P. reported in AIR 1968 240*** where the appellant was denied any pay during the period he was placed under suspension except what had already been paid to him as subsistence allowance. His appeal to the department having failed he approached the High Court which dismissed the writ petition but gave a certificate to approach the Supreme Court. The plea of the State before the Hon'ble Apex Court was that the State had followed the provisions of Fundamental Rules 54 (1) and its action could not be faulted. The Supreme Court went through the provision in the Rules and found that an order with regard to pay and allowances "is not always a consequential order nor is such order a continuation of the departmental proceeding taken against the employee."

In the said case the Hon'ble Supreme Court then ruled that if the employee was not to pay his full pay for the period of non-duty on account of suspension, he was entitled to show cause. In Court's words:

"It is true as Mr. Sen pointed out that F.R. 54 order not in express terms lay down that the authority shall give to the employee concerned the opportunity to show cause before he passes the order. Even so, the question is whether the rule casts such a duty on the authority by implication. The order as to whether a given case falls under cl. (2) or cl. (5) of the Fundamental Rule must depend on the examination by the authority of all the facts and circumstances of the case and his forming the opinion therefrom of two factual findings: whether the employee was fully exonerated and in case of suspension whether it was wholly unjustified. Besides, an order passed under this rule would obviously affect the Government servant adversely if it is one made under clause (3) and (5). Consideration under this rule depending as it does on facts and circumstances in their entirety, passing an order on the basis of factual finding arrived at from such facts and circumstances and such an order resulting in pecuniary loss to the Government servant must be held to be an objective rather than a subjective function. The very nature of the function implies the duty to act judicially. In such a case if an opportunity to show cause against the action proposed is not offered, as admittedly it was not done in the present case, the order is liable to be struck down as invalid on the ground that it is one in breach of the principles of natural justice."

The Hon'ble Apex Court in the case of ***State of Punjab Versus Shambhu Nath Singh reported in (1996) 1 SCC 296*** held as under:-

"Since it is now admitted across the Bar that the first respondent had been discharged by the criminal court for want of proper sanction, he was reinstated in the service in January 1988. Consequently he is entitled to full salary and allowances for the period during which he was kept under suspension."

Reverting to the facts of the present case it is not disputed rather admitted fact that the workman Sri Rajesh Kumar Singh was placed under suspension on 27.3.2018 and thereafter the suspension order was revoked on 7.4.2018 by the disciplinary authority and in this regard in the affidavit filed on behalf of Bank, the relevant portion of which is quoted hereinabove and once again quoted below:-

“2. That Sri Rajesh Kumar Singh was placed under suspension w.e.f. 27.3.2018 due to misbehavior with Branch Head, BO Partawal. The suspension was revoked vide order dated 7.4.2018 by the disciplinary authority only after submission of Sri Rajesh Kumar Singh vide his request letter dated 3.4.2018 in which he has stated “incidence which happened in Partawal was due to miscommunication and misunderstanding, which should not be repeated again by me. I have always taken care of Bank reputation and provided best service to our customers and will continue with the same. Therefore, I request you to revoke my suspension and continue my service.”

3. That as Sri Rajesh Kumar Singh accepted his mistake and further during personal counseling held at Circle Office, Gorakhpur on dated 5.4.2018 before the competent authority given assurance to discharge his duties properly, his suspension was revoked by the then disciplinary authority after taking a lenient view. After revocation of suspension (27.3.2018 to 7.4.2018) vide order dated 7.4.2018 no charge sheet has been issued to the claimant, Sri Rajesh Kumar Singh and no inquiry proceedings have been commenced.”

Reverting to the facts of the present case on the material on record and evidence led by the parties, the admitted position emerges out that Sri Rajesh Kumar Singh was placed under suspension on 27.3.2018 which was revoked on 27.4.2018 and charge sheet was never issued. After the revocation of suspension, the period of suspension for regularization as per request of the workman was not considered.

In the light of above said facts and as per the position of law, the action on the part of respondent thereby not considering the case of workman (Sri Rajesh Kumar Singh) for regularization of his suspension period, is arbitrary in nature thus the same is in violation of principles of natural justice and contrary to law.

ORDER

For the foregoing reasons action of the management Punjab National Bank, Gorakhpur, thereby not regularizing period for which Sri Rajesh Kumar Singh was under suspension is contrary to law, so, the competent authority of Punjab National Bank is directed to pass an order for regularization the period for which Sri Rajesh Kumar Singh was under suspension from 27.03.2018 to 27.04.2018; and give consequential benefits to workman as per Rules.

Reference under adjudication is answered accordingly.

Date- 22.08.2024

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 25 अक्टूबर, 2024

का.आ. 2034.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एसबीएच (वर्तमान में भारतीय स्टेट बैंक) के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, हैदराबाद के पंचाट (27/2010) संख्या को प्रकाशित करती है,

[सं. एल -12025/01/2024-आई.आर (बी-1) - 231]

सलोनी उप निदेशक

New Delhi, the 25th October, 2024

S.O. 2034.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.24/2010) of the *Cent.Govt.Indus.Tribunal-cum-*

Labour Court Hyderabad as shown in the Annexure, in the industrial dispute between the management of SBH (At Present State Bank of India) and their workman.

[No .L-12025/01 /2024-IR(B-I)-231]

SALONI, Dy. Director

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD

Present: - **Sri Irfan Qamar**
 Presiding Officer

Dated the 19th day of September, 2024
INDUSTRIAL DISPUTE L.C.No. 27/2010

Between:

Sri S. Yadgiri,
S/o. S. Venkaiah,
R/o. 9-33, Gudonmet,
Opp.IDPL Colony, Balanagar,
Hyderabad.

..... .Petitioner

AND

1. The Branch Manager,
 SBH, IDPL Branch,
 Hyderabad.
2. The Managing Director,
 SBH, Gunfoundry,
 Hyderabad.

....Respondents

Appearances:

For the Petitioner : Sri R. Yogender Singh, Advocate
For the Respondent: Sri Ch. Siva Reddy, Advocate

AWARD

Sri S. Yadagiri who worked as Gardener (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents SBH seeking for declaring the proceeding dated 7.10.2008 issued by Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. **The averments made in the petition in brief are as follows:**

It is submitted that the Petitioner was engaged by the 1st Respondent as Gardener we.f. 16.02.1996 without any break till 06.10.2008. It is submitted that, the Petitioner was engaged for a period nearly 12 years.

His monthly salary was of Rs.1500/- till the date of his oral termination dated 2.10.2008. It is submitted that, the 1st Respondent recommended the name of the Petitioner for consolidated pay of Rs.1800/- and for absorption on consolidated wage by considering his length of service, vide letter dated:18.03.2008. It is submitted that, even on 18.04.2008 a letter was issued by the Respondent office for increase of his wage to Rs.2250/- and requested to the Zonal office to create a post of Gardener considering the services of the Petitioner since 11 years. In pursuance of the above, the Personal Department of the bank has issued letter dated:07.11.2008 stating that the bank has been provided with a safai karmachari and does not require one more safai karmachari stating that they rejected the candidature of the Petitioner. It is submitted that, the Petitioner submitted his representation through AP casual Laborers welfare association by enclosing his representations made at various points. Aggrieved by this, the Respondents asked him not to attend the duties w.e.f.07.10.2008. The Petitioner was engaged by the Respondent as the Gardener for a period of more than 12 years. The engagement with out any break for such a long period it self shows that the work is perennial in nature and extracting the work from the Petitioner on the pretext of contract labour is highly arbitrary, illegal and violative of the law. It is submitted that the Petitioner was subjected to discrimination in getting regularization of his services and it can be established if we call for the records, because two persons namely Viz, Sabitha and Suvarna were engaged by the Respondents in the similar way were regularized by the Respondents and terminating his services without following the due process of law is nothing but misusing authority by the Respondents. It is submitted that, the Petitioner was engaged without any break in his entire service and terminating the services on the pretext of engaging him for six hours day and regularizing the similarly situated persons shows colorful misuse of powers by the Respondents by subjecting the Petitioner to discrimination. The termination of the Petitioner without following the provisions of Section 25 (F) and 25 (N) of I.D. Act has to be set aside. Hence, it is prayed set aside the oral termination order dt: 07.10.2008 and to direct the Respondents to reinstate him by regularizing his services, if not from the date of completion of 240 days i.e., from on 16.02.1998 (i.e., from the date of completion of 2 years service) are at least from the date of regularization of services of similarly situated persons ie., Smt.Sabitha and Suvarna.

3. The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows:

It is not true to allege that the Petitioner was engaged by the first Respondent as gardener w.e.f 16.02.1996 till 06.10.2008. The allegation that the Petitioner was engaged for a period nearly 12 years and he was paid monthly salary of Rs. 1,500/- till the date of his oral termination i.e.,07.10.2008. In fact the Petitioner was never appointed as the Gardener by the first Respondent as the first Respondent has no power to make any appointment. As Petitioner is not the regularly employed as per the extant rules he can not claim that he is appointed by the first Respondent. He was also not paid the monthly salary as he claimed. It is submitted that the Bank in the exigencies has utilised his services as casual labour to attend some gardening work. As he was engaged as casual labourer on daily wages by the first Respondent, he can not claim that he was appointed as Gardener by the first Respondent. He was never appointed in accordance with rules by competent authority and not given with appointment order. Though the recommendation for considering to pay consolidated pay of Rs. 1800/- to the Petitioner, it will not give any right to the Petitioner to claim absorption in the service of the Bank. The letter dt. 18.04.2008 is also nothing but recommendation by the first Respondent as alleged by the Petitioner which will not create any right to the Petitioner for claiming any employment. It is true when the first Respondent sent the letter for considering the post of Gardener in the Branch, the personal department has issued the letter dt.07.11.2008 informing the first Respondent that already safai karmachari has been posted and there is no need for another safai karmachari. It is submitted that the Petitioner was engaged as casual labourer on daily wages basis and he was paid according to the work he has attended. It is not true that the Bank has extracted the work from the Petitioner on the pretext of contract labour. In fact the Petitioner knew that his engagement was only as casual labourer and he would not be absorbed in the Bank service on the basis of his work. Since the Petitioner is not the regular employee of the Bank question of discrimination does not arise. Ms Sabitha and Suvarna were not regularized as they have worked in the Bank as gardeners on contract basis, but in the normal course of recruitment in accordance with the rules of the Bank. The Petitioner knowing well has worked for long period that his nature of work was only by way of casual employment. Because he has worked for more period as casual labourer, he can not have any right for absorption. Even the other persons who have worked as casual labourers were not regularized nor absorbed in the service of the Bank as

alleged by the Petitioner. It is submitted that the Petitioner is not regularly appointed employee and no orders of termination were given. As his services as casual labourer were not required by the Bank, he was not engaged. Therefore he is not entitled for any kind of benefits under the provisions of the Industrial Disputes Act. It is further submitted that the Petitioner was engaged as casual labourer for attending the garden work and some times as peon when any person was absent and to attend that particular work. His engagement starts when he was given work and ends on the same day. He was paid depending on the nature of work attended and his contract ends with the same. Seeking absorption by the Petitioner is nothing but taking employment through back door entry. The Hon'ble Supreme Court on several occasions held that the person who comes to the employment through back door, he shall be sent by the same door and also held that the temporary, contractual, casual and ad hoc or daily wage public employment must be deemed to be accepted by the employee concerned fully knowing the nature of it and the consequences flowing from it. It was also held that absorbing such employees is nothing but violation of Articles 14 and 16 of the Constitution of India. Therefore, prayed to reject the claim of the Petitioner.

4. On the basis of rival pleadings of both the parties, following points emerge for determination in the present matter:-

- I. Whether the action of Respondent management in terminating the services of the Petitioner vide oral termination order dated 7.10.2008 is justified?
- II. Whether the Petitioner is entitled for regularization in the service of Respondent as alleged in the claim statement?
- III. To what relief if any the Petitioner is entitled for?

Findings:-

5. Petitioner has examined himself as WW1 in oral evidence and in documentary evidence he has filed documents Ex.W1 to W 5. On the other hand, Respondent has examined witness MW1 and no documents filed on behalf of the Respondent. Heard arguments of both the parties.

6. As per averments made in the petition filed by the claimant Petitioner, he was engaged by the 1st Respondent as Gardener with effect from 16.2.1996 till 6.10.2008 without any break for a period of nearly 12 years for doing the work of gardener. Further, he averred that he was paid monthly salary of Rs.1500/- per month till the date of his oral termination and his work was of perennial in nature. Petitioner had worked for more than 240 days in a calendar year and Respondent has terminated the services of the Petitioner without following the procedure contained under Sec.25F of I.D. Act, 1947. WW1 in his sworn testimony of affidavit has reiterated the averments made in the claim statement and has also exhibited documents Ex.W1 to W5.

7. On the other hand, Management has denied the claim of the Petitioner in the counter and Respondent contended that Petitioner was engaged as a casual labour for attending the garden work and sometimes as a Peon when any person was absent to attend that particular work. Further, it is contended that his engagement starts when he was given the work and ends on the same day he was paid, depending on the nature of work attended and his contract ends with the same.

8. WW1 in his chief affidavit has categorically stated that he was engaged by first Respondent as a gardener with effect from 16.2.1996 and he worked without any break till 6.10.2008. In support of his claim, Petitioner has filed document Ex.W1 which goes to show that a letter dated 18.3.2008 was addressed to the Deputy General Manager, Zonal Office, Secunderabad by the Assistant General Manager in respect of his representation for absorption in the bank's service and in that letter it is mentioned that the Petitioner Sri S.Yadagiri was working as a gardener and also doing sweeper duties since past 11 years and he was paid a contract wage of Rs.1500/-. Further, Ex.W2 is copy of representation of Petitioner addressed to the Deputy General Manager Head Office, Hyderabad requesting for absorption into the bank service as a temporary employee. Ex.W3 is a letter dated 18.4.2008 written by the Assistant General Manager to the Deputy General Manager, Zonal Office, Secunderabad, in respect of absorption of the Petitioner Sri S. Yadagiri into the bank's service. Ex.W3 goes to show that Sri S Yadagiri had worked as

a gardener for 11 years in the Respondent bank and he was getting contract wage of Rs.1500/- per month. Further, it also reflects that the Petitioner had worked satisfactorily and Respondent authority had recommended for increase in his contract wages to Rs.2250/-. Ex. W4 is a document pertaining to membership of the Petitioner Sri S. Yadagiri of AP Casual Labourers Welfare Association. Ex. W5 is the letter written by Deputy General Manager to the Deputy Director, National Commission for Safai Karmacharis, New Delhi as regards to representation of the Petitioner for absorption as a Safai Karmachari and Gardener. The letter dated 7.11.2008 reflects that Petitioner has been engaged by Respondent for maintenance of the garden only and his working hours did not exceed 6 hours a week as indicated by the branch. Therefore, from the said documentary evidence, it is established that the Petitioner has worked in the Respondent bank as a gardener cum sweeper for 11 years continuously. Further, Petitioner has taken the plea that the Respondent has terminated his services vide oral order dated 7.10.2008 in violation of the provision contained under Section 25 F and N of I.D. Act. Respondent has not countered the said plea of Petitioner in his evidence. There is no evidence from Respondent side that before oral termination the Petitioner was given any notice or in lieu of notice one month pay or was paid any compensation as per provision of Section 25F of I.D. Act. Thus, on the basis of evidence on record, it is clearly established that the Petitioner had worked with Respondent bank for more than 11 years continuously and for 240 days in a calendar year and he was not given one month notice prior to his termination from the service. However, he was not paid any compensation. Therefore, the termination order dated 7.10.2008 of Petitioner as per provision of Sec.25F of I.D. Act, 1947 by the Respondent is in contravention of the provisions of Section 25 F and N. Thus, the action of the Respondent in terminating the services of the Petitioner is not justified.

This point is answered in favour of the Workman and against the Respondent.

9. Point No.II:- This Point pertains to question of regularization of Petitioner into the services of the Respondent. In this context, WW1 in his chief examination affidavit has deposed that he was engaged nearly for a period of 12 years and was paid salary of Rs.1500/- per month till his date of oral termination. Further, Petitioner states that and Personnel Department of the bank had issued letter dated 7.10.2008 stating that the bank has been provided with a Safai Karmachari and they don't require one more Safai Karmachari and has rejected the candidature of the Petitioner. Further, witness deposed that he made a representation through A.P. Casual Labour Welfare Association but, Respondent asked him not to attend the duties with effect from 7.10.2008. Moreover, Petitioner states that similarly situated persons who were appointed on casual basis after his appointment were continued and their services were regularised. It is also submitted that he has been subject to discrimination in getting regularization of his services and it can be established through records that two persons, Smt. Sabita and Smt. Suguna who were engaged by the Respondent, has been regularised by the Respondent. Respondent contended that the Petitioner was engaged as a casual labour on daily wages and he was paid according to work he has attended. Further, it is contended that Petitioner was not a regular employee of the bank, and question of discrimination does not arise. Further, it is contended that Smt. Savita and Smt. Suguna were not regularised and they are taken on contract basis but not in the normal course of recruitment in accordance with the rules of the bank. Further, it is contended that, because the Petitioner has worked for more than a period of 11 years and so as all the labourers have worked, the Petitioner has no right for seeking absorption in the services of the bank. Further, it is contended that since the Petitioner was not regularly appointed as an employee as per rules, he is not entitled for regularization. In order to buttress his argument, Respondent has relied upon the decision of the Hon'ble Supreme Court of India in the case of **Secretary, State of Karnataka vs. Uma Devi**. It is settled law that, may be on the basis of long duration of engagement in Petitioners services, Workman cannot claim any regularization or absorption into the service.

10. In this context, Hon'ble Supreme Court of India in the case of Oil and Natural Gas Corporation vs. Krishna Gopal, 2020(3) SCALE 272 have held:-

“23. The following propositions would emerge upon analyzing the above decisions:

(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;

- (ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;
- (iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;"

11. In view of the law laid down by the Hon'ble Apex Court discussed above, the Petitioner has not adduced any evidence to the effect that he was appointed in the service of the Respondent as per rules or was doing the work against any sanctioned vacant post. Further, Petitioner failed to prove that any vacancy of the post of gardener was available in Respondent office for long time and Petitioner was denied for absorption/regularization on that post. Petitioner failed to prove the case for unfair labour practice or discrimination by his evidence. However, WW1 in cross examination has admitted the fact that there was no post of gardener in the bank and he has shown ignorance about any appointment of gardener in the branch in the past. He denied that Bank has given any letter/ Appointment order. Petitioner denied that no letter or assurance was given by Respondent in respect of his regularization in the past.

12. Thus, from the evidence of WW1 it is clear that there was no vacant post of gardener in the Respondent office. Further, the documents Ex.W1 and W3 goes to show that although his name was recommended for absorption into the service of Respondent by AGM to DGM vide letter dated 18.3.2008 and 18.4.2008, but, due to non-existence of vacancy of the post of gardener, he could not be absorbed into the Respondent's services. Therefore, Petitioner failed to prove his claim for the regularization /absorption in the service of the bank.

This point is answered against the Petitioner and in favour of the management.

13. Point No.III:- In view of the finding given at Point No.I, the termination of the Petitioner vide order dated 7.10.2008 is found in contravention of the provision of Section 25F of the ID Act. It is settled law that merely on the basis that termination of workman is in violation of the provision of Section 25 F. The workman cannot be directed to be reinstated into the service. In this context, the reference of the few relevant decisions of Hon'ble Apex Court are as follows:-

1) In the case of **Haryana Urban Development Authority Vs. Ompal 2007 SCC 742, Hon'ble Apex Court** have held,

"it is now also well-settled that despite discretionary power conferred upon the Industrial Courts under Section 11A of the Act, 1947, the relief of reinstatement with full back wages should not be granted automatically only because it would be lawful to do so. Grant of relief would depend on the fact situation obtaining in each case. It will depend on several factors; one of which would be as to whether the recruitment was effected in terms of statutory provisions operating in the field, if any."

But in this case, Petitioner was not recruited in terms of statutory procedure or provisions operating in the Respondent bank.

2) Further, in the case of **BSNL Vs. Bhurumal, Civil Appeal No.10957/2015 have held:-**

"It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee." Jagbir Singh has been applied very recently in Telegraph Deptt. V. Santosh Kumar

Seal[12], wherein this Court stated: (SCC p.777, para 11) "In view of the aforesaid legal position and the fact that the workmen were engaged as daily wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice."

23. *It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

3) Further, in the case of BSNL Vs. Mani Ram, Civil Appeal No.8748 of 2011 Hon'ble Apex Court have held,

"This court in a catena of decisions has distinguished between a daily wager who does not hold a post and a permanent employee."

6. *In view of the aforementioned legal position and the fact that Respondents- workmen were engaged as 'daily wagers' and they had merely worked for 240 days in our considered view, relief of reinstatement cannot be said to be justified, and instead, monetary compensation would meet the ends of justice."*

14. Similarly, in the present case of the Petitioner, he was engaged as a daily wager and he has not hold the post and was not a permanent employee. Rather, he was engaged as a daily wager, therefore, merely on the ground that he had worked for 240 days or more and his termination was in contravention of the provision of Section 25F, the relief of reinstatement cannot be granted. In view of the law laid down by Hon'ble Apex Court as discussed above, the monetary compensation would meet the ends of justice in the present matter.

15. Now, question arises, what amount of compensation would meet the ends of justice. Admittedly, Petitioner has put in more than 11 years into the service of the Respondent bank continuously and he had worked to the extent of satisfaction of Respondent management during his tenure. However, the bank authority has recommended his name for absorption into the bank's service but due to non-existence of vacancy/post he could not be absorbed into the bank's service. Keeping in view the facts and circumstances of the case, the compensation amount of Rs.2,00,000/- would meet the ends of justice in the present case.

Thus, Point No. III is answered accordingly.

AWARD

In view of the fore gone discussion and finding given at Points No.I, II &III, I am of the considered view that the action of the Respondent State Bank of Hyderabad, IDPL branch (at present State Bank of India) in terminating the services of the Petitioner Sri S. Yadagiri, Gardener is held illegal and unjustified as being in violation of provision of Sec.25F of the I.D. Act, 1947. As such, the oral termination order dated 7.10.2008 is hereby set aside. Since he was terminated from the service in the year 2008 and long period has been elapsed since then. Hence, the Petitioner is entitled to get a compensation of Rs.2,00,000(Rupees Two Lakhs only) for his illegal termination from service. Therefore, Respondent is directed to pay the compensation amount reinstatement of Rs.2,00,000/- (Rupees Two Lakhs only) to Petitioner within two months after receiving copy of this award, with all attendant benefits due to the Petitioner, failing which he has to pay the interest of 12% p.a..

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 19th day of September, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

WW1: Sri S. Yadagiri

MW1: Sri Chandra Sekhara Rao Chemmuru

Documents marked for the Petitioner

- Ex.W1: Photostat copy of lr. dt.18.3.2008 from AGM, to the DGM, Zonal Office, Secunderabad.
- Ex.W2: Photostat copy of representation of Petitioner to the DGM, PAD, H.O, Hyderabad dt.18.3.2008
- Ex.W3: Photostat copy of lr. dt.18.4.2008 from AGM, to the DGM, Zonal Office, Secunderabad.
- Ex.W4: Photostat copy of union membership form of Petitioner dt.3.10.2008
- Ex.W5: Photostat copy of lr.dt.7.11.2008 from DGM (HR) to the Dy. Director, National Commission for Safai Karamcharis, New Delhi.

Documents marked for the Respondent

NIL